



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

Requested Board Meeting Date: January 17, 2017

or Procurement Director Award ☐

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**Contractor/Vendor Name (DBA):** CENTURYLINK

**Project Title/Description:**

Cortaro Farms Road: Camino de Oeste to Thornydale Road

**Purpose:**

Reimbursement for removal of CENTURYLINK facilities (underground ducts, buried cable, vaults) along Cortaro Farms Road.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

Roadway contractor to remove CENTURYLINK facilities along Cortaro Farms Road when roadway is under construction.

**Public Benefit:**

Coordination of removal of CENTURYLINK facilities along Cortaro Farms Road as part of roadway construction and widening will reduce transportation delays and disruption of traffic along Cortaro Farms Road while roadway is being reconstructed/widened.

**Metrics Available to Measure Performance:**

N/A

**Retroactive:**

No

To: COB 12-19-16 (2)  
Vers.: 1  
pg.: 23

**Original Information**

Document Type: CTN Department Code: TR Contract Number (i.e., 15-123): 17\*124  
Effective Date: 1/1/17 Termination Date: 06/30/19 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ 0 ☒ Revenue Amount: \$ 444,916  
Funding Source(s): CENTURYLINK

Cost to Pima County General Fund: \$0

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Paul M. Bennett, P.E. Project Manager

Department: Transportation

Telephone: 520-724-6408

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

*[Handwritten signatures and dates]*  
12/14/16  
12/16/16  
12/16/16

## CENTURYLINK AGREEMENT

CONTRACT	
NO.	CTN-TR-17-124
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

This Agreement (the "Agreement") is made between CenturyTel Service Group, LLC, a Louisiana Limited Liability Corporation ("CENTURYLINK") and Pima County, a political subdivision of the State of Arizona (the "County"), based on the mutual assent of the parties to the terms and conditions contained herein. CENTURYLINK and the County may be referred to individually as a "Party" or collectively as the "Parties."

### Recitals

- A. County is a political subdivision of the State of Arizona (the "State") and has regulatory authority over all public rights-of-way within the unincorporated areas of Pima County.
- B. CENTURYLINK provides communication and internet service in the Pima County area and currently has facilities within County rights of way.
- C. The County intends to undertake the as defined Cortaro Farms Road Project (the "Project"), Camino de Oeste to Thornydale Road(4CFCOT) in the Regional Transportation Authority 20-year plan approved by Pima County voters in 2006.
- D. CENTURYLINK has asked the County, acting through its contractor, to adjust, modify, install, or remove CENTURYLINK's facilities (the "Work") as necessary to accommodate the Project, and County has agreed to adjust, modify, install, CENTURYLINK's facilities as specifically defined in Exhibit B in accordance with the terms and conditions of this Agreement.

In furtherance of the foregoing statements, the Parties agree to the following terms and conditions:

### Agreement

#### 1. Term:

This Agreement shall become effective upon approval and execution by both Parties and shall continue in effect until the Work has been completed, accepted, and final payment has been made to and accepted by County (the "Term").

#### 2. The Work:

a. CENTURYLINK will prepare engineering drawings and construction specifications for the adjustment, modification, installation, or removal of CENTURYLINK's facilities as specifically defined in Exhibit B (the "Documents") as deemed necessary by the Project unless the County agrees to prepare the Documents for CENTURYLINK. If the County agrees to prepare the Documents for CENTURYLINK, the County shall do so under the direction and supervision of CENTURYLINK. CENTURYLINK shall review and approve the Documents



and shall be responsible for the Documents content as it relates to the Work described in Exhibit A. County shall notify CENTURYLINK of any revisions to the Project plans and CENTURYLINK shall review the revisions and notify the County of any required changes to the approved CENTURYLINK Documents. On notification of the need for such change, the Parties shall meet and collaborate on implementing the necessary revisions to the Work and determine payment responsibilities for the change prior to commencement of the Work or the changes. The necessary revisions to the Work agreed upon by the Parties and payment responsibilities shall be documented in writing. No Party shall be responsible for any changes to the Work (including without limitations payment responsibilities) made without prior written consent.

b. County shall perform all elements of the Work in accordance with the Documents and with the provisions of Exhibit A, Section 3.1, except for those tasks and duties specifically assigned to CENTURYLINK by this Agreement and the provisions of Exhibit A, Section 3.2 and shall provide CENTURYLINK with as-built information on the Work performed by County for CENTURYLINK. Exhibit B "Statement of Works Documents" is incorporated herein describing the various work tasks associated with the Work, the method of measurement and basis for compensation for the work task(s), and engineering drawings depicting the locations of the Work.

c. On completion of the Work, all equipment and materials installed by the County for CENTURYLINK shall be owned solely by CENTURYLINK and CENTURYLINK shall be responsible for all maintenance in connection with CENTURYLINK's equipment and materials except for any defects covered by the initial warranty covering the Work performed by County.

d. The County and its Contractor shall comply with Arizona's "Blue Stake" Laws [A.R.S. Title 40 Chapter 6.3] for the Project.

e. The Parties agree that all work will be performed in accordance with all applicable federal, state and local laws, rules and regulations and the requirements of the jurisdiction having authority over the rights-of-way in which the work is to be performed.

f. CENTURYLINK shall be responsible for monitoring the County Contractor's scheduling of the Work and arrange for a CENTURYLINK inspector to be present during the Work as needed. The County shall provide at least 24 hour notice to CENTURYLINK of changes in the scheduling of the Work and CENTURYLINK upon receipt of notice shall insure that inspection of the Work is provided. If CENTURYLINK is unable to inspect the Work at the time of adjustment, modification, installation, or removal the County may at its discretion proceed with the Work as specifically defined in Exhibit B. CENTURYLINK shall pay the County as specifically defined in Exhibit A and Exhibit B of the agreement. CENTURYLINK may request the County to perform extra work necessary for inspection of the Work that CENTURYLINK was unable to inspect and shall reimburse the County for the cost of the extra work.

g. To the extent that the Work requires the use or installation of any materials, and unless as otherwise agreed to in writing by the Parties, materials will be provided in accordance with the

County's Project schedule and the provisions of Exhibit B.

h. CENTURYLINK and the County shall maintain continued coordination during performance of the Work, and County shall ensure that its Contractors also participate in the coordination efforts where applicable. This coordination shall include but not be limited to attendance at all pre-construction and regular progress meetings throughout the construction of the Work.

i. CENTURYLINK agrees to promptly inspect the Work and either accept the Work or notify County in writing within 24 hours of any situation or reason that CENTURYLINK cannot accept the Work that has been inspected. If CENTURYLINK notifies the County in writing of any problem or defect in the inspected Work that requires correction prior to acceptance by CENTURYLINK, County will correct the problem at its sole expense within such time as the Parties mutually agree after receipt of CENTURYLINK's written notice of the defect. If County fails to correct or resolve the noticed defect, CENTURYLINK may correct the noticed defect and offset the cost of said correction from the amount owed to County for the Work.

### **3. Payment:**

a. CENTURYLINK shall accept the actual costs for CENTURYLINK pay items of the successful County Contractor as identified in Exhibit A, Section 4.

b. CENTURYLINK shall pay County for its share of all costs incurred to construct the Work, currently estimated to be \$ 444,916.00, in accordance with Exhibit A, Section 4. This amount is for estimation purposes only, and payments will be based on amounts invoiced for actual Work performed at the unit bid prices for accepted CENTURYLINK pay items. CENTURYLINK shall not, in any event, be responsible for additional costs resulting from corrective work done by County pursuant to Section 2.i above or from unauthorized changes by County, Contractor or County's contractors or agents.

c. Upon commencement of the Work, County shall invoice CENTURYLINK on a regular basis as agreed to by the Parties for the cost of the Work performed by County in accordance with this Agreement. An invoice will be deemed unpaid and delinquent if CENTURYLINK has not tendered payment to County within sixty (60) calendar days of the receipt of each invoice. County shall warranty the Work in accordance with Section 4 of this Agreement.

d. CENTURYLINK shall provide the County on a regular basis as agreed to by the Parties accepted quantities of the Work performed by County. In the event that CENTURYLINK fails to provide accepted quantities of work, County shall invoice CENTURYLINK for the Work performed and CENTURYLINK shall pay the invoice. Prior to the final invoice, County and CENTURYLINK shall meet to reconcile the final cost of the Work.

### **4. Warranty:**



In addition to any other express or implied obligations under this Agreement, County warrants, through its Contractor, that all labor, workmanship, components, materials and other parts of the Work will be free from defects in material and workmanship under normal use and service, will be performed in accordance with industry standards, and will conform in all respects with CENTURYLINK's written specifications. Such warranty will begin upon CENTURYLINK's acceptance and payment of the Work, and will continue for a period of one (1) year after the date that County executes final acceptance of the Project. This time period relates only to the specific obligation of County to correct the Work, and has no relationship to the time within which CENTURYLINK may seek to enforce County's obligations under this Agreement or within which County must comply with this Agreement. Upon notice from CENTURYLINK, County will immediately, at its own expense, correct and remedy any defects in the Work occurring during the Term or during the warranty period, whether observed before or after payment for the Work and whether or not the Work is already installed or completed. If County fails to promptly correct nonconforming Work, CENTURYLINK may correct the nonconforming Work itself or hire another contractor to do so, and County shall pay for all reasonable and verifiable costs of correction promptly upon demand by CENTURYLINK.

#### **5. Indemnification:**

- a. Prior to the commencement of the Work, County will require its contractors to indemnify, defend and hold harmless the County and CENTURYLINK and their respective officers, directors, employees and agents from and against all liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of the Contractor or any subcontractor in connection with the Work, and will require in such writing a limitation of liability provision substantially similar to the "Limitation of Liability" section set forth below.
- b. With commencement of the Work, CENTURYLINK shall indemnify, defend and hold harmless the County, its officers, directors, employees and agents (except the Contractor and its subcontractors performing said Work) from and against all liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of any CENTURYLINK contractor or any subcontractor in connection with the Work, and will require in such writing a limitation of liability provision substantially similar to the "Limitation of Liability" section set forth below.

#### **6. Limitation of Liability:**

Except for Contractor's indemnification obligations or the insurance obligations, neither Party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused, and regardless of legal theory or foreseeability, directly or indirectly arising under any of the documents and agreements



associated with the Work, even if such Party has been apprised of the possibility of the damages. Notwithstanding the foregoing, there shall be no limitation on a Party's liability to the other for any fines or penalties imposed on the other Party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of such failing Party to comply with any term or condition of this Agreement or any valid and applicable law, rule or regulation.

## **7. Liens:**

County warrants that no mechanics' liens or other claims or demands, including but not limited to personal injury, death, property damage, non-payment or other liability claims, will be filed or maintained by it, the Contractor, subcontractors or any other third party against any of CENTURYLINK's equipment, real estate or other property on account of the Work. CENTURYLINK reserves the right, at any time during the progress of the Work, to require County, the Contractor, and any subcontractor to furnish evidence in form and substance acceptable to CENTURYLINK that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled.

## **8. Dispute Resolution:**

In the event of any dispute arising between County and CENTURYLINK regarding any part of this Agreement or the Parties' obligations or performance there under, either Party may initiate the dispute resolution procedures set forth herein. A dispute will be deemed to be moot if a dispute resolution process is not initiated by either Party within ten (10) working days of the discovery of the dispute. The Parties shall continue performance of their respective obligations hereunder notwithstanding the existence of a dispute.

a. Informal Dispute Resolve. Any Party may, at any time, call for a special meeting for the resolution of any dispute arising out of any term or condition of this Agreement or the performance or lack of performance thereof. Such meeting shall be held within three (3) working days of the date of the written request at a mutually agreed location. Each request must specify in reasonable detail the nature of the dispute and the recommended remedy. The Parties' authorized representatives must participate in the dispute resolution process, along with any other person or party that either Party considers to be essential to the resolution of the dispute. The authorized representatives for both Parties shall be individuals which have the authority to settle the dispute and shall act in good faith to resolve the dispute at the informal level.

b. Mediation. If a dispute has not been resolved within five (5) working days after the special meeting is held, the designated representatives may hold an additional special meeting or an impasse may be declared by either Party. If an impasse is declared, the Parties shall select a mutually agreed Mediator experienced in design and construction matters to facilitate a resolution of the dispute. The Parties shall share equally the cost of the selected Mediator. The Mediator shall be provided a written summary of the dispute by each Party within five (5) working days of the selection of the Mediator. The Mediator shall schedule the time and place

for a meeting with the Parties within five (5) working days after receipt of dispute summaries from both Parties. The Parties may review the Work site and any relevant documents with the Mediator prior to the scheduled meeting. The authorized representatives for both Parties shall be individuals with the authority to settle the dispute and shall act in good faith to resolve the dispute. No minutes shall be kept with respect to any Mediation proceedings, and the comments and/or findings of the Mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of either Party. The entire Mediation process shall be completed within twenty (20) working days of the date of the special meeting unless the Parties agree otherwise in writing. If the dispute is settled through the Mediation process, the decision will be implemented by written agreement signed by the Parties.

c. Litigation. If a dispute cannot be resolved pursuant to the informal settlement procedures set forth above, the dispute may be submitted to the appropriate court of jurisdiction within the State of Arizona. Notwithstanding any other provisions contained in this Agreement, either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

#### **9. Insurance:**

a. The Parties acknowledge that each is self-insured or maintains a sufficient level of insurance funds and ancillary insurance coverage to satisfy its respective liabilities and obligations under this Agreement. The Parties shall at all times during the term of this Agreement maintain or self-insure adequate insurance coverage or funds to cover the full amount of each Party's material and financial responsibility under this Agreement.

b. County shall require its Contractor to procure and maintain insurance coverage for the Term of this Agreement, and County shall require Contractor to name CENTURYLINK as an additional insured and additional indemnity as conditions of County's contract with Contractor, County shall provide a copy of Contractor's certificate of insurance to CENTURYLINK upon execution.

#### **10. Records and Audits:**

The County will maintain complete and accurate records with respect to the Work, invoicing, and payment. The records will, to the extent applicable, be kept in accordance with generally accepted accounting principles and will be kept for a period of three (3) years after termination of the Agreement. CENTURYLINK or its designee may audit, copy, and inspect the records and accounts at all reasonable times during this period.

#### **11. Notices:**

Notices required under the Agreement will be sent to the addresses of the Parties stated in the signature block of the Agreement as revised by the Parties from time to time by written



notice. Notice will be deemed given (i) on the first day after deposit with an overnight courier, charges prepaid (ii) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested and (iii) as of the day of receipt, if hand-delivered. In addition, other than notices relating to routine Project or Work management (which shall be provided to CENTURYLINK at the address in the signature block), copies of all notices will be sent to:

CenturyTel Services Group, LLC  
Law Department  
1801 California ST, 10<sup>th</sup> Floor  
Denver, CO 80202

CenturyTel Services Group, LLC  
3640 E. Indian School Rd, 3<sup>rd</sup> Floor  
Phoenix, AZ 85018  
Attention: John T. Owens Jr.

Pima County DOT  
201 N. Stone Avenue, 4<sup>th</sup> Floor  
Tucson, AZ 85701  
Attn: Engineering Division Manager

## **12. No Waiver of Rights:**

The County and CENTURYLINK agree that by entering into this Agreement neither Party waives any rights it may have under law with respect to future projects. Each Party expressly reserves any such rights. CENTURYLINK's participation in the Project pursuant to this Agreement shall not be construed as agreement to participate in any future projects.

## **13. Miscellaneous:**

a. This Agreement, including all exhibits, contains the entire agreement between the Parties and supersedes all prior oral or written agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument executed by both Parties.

b. This Agreement does not create a partnership, joint venture or similar relationship between the Parties, and neither Party will have the power to obligate the other in any manner whatsoever. The County and the Contractor are independent contractors and not agents or employees of CENTURYLINK. The County and the Contractor are solely responsible for providing workers' compensation, unemployment, disability insurance, and social security withholding for their employees and agents and will comply with all other federal, state and local, rules and regulations.

c. Neither Party may assign this Agreement without the prior written consent of the other

Party, which consent will not be unreasonably withheld, except that either Party may assign the Agreement without the consent of the other Party (i) in connection with the sale of all or substantially all of its assets; (ii) to the surviving entity in any merger or consolidation; (iii) to an entity that it controls, is controlled by, or is commonly controlled by that Party; or (iv) to satisfy a regulatory requirement imposed by a governmental body with appropriate authority.

d. Neither Party is liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its control. The injured Party may elect to terminate this Agreement upon written notice of such event.

e. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Arizona, without reference to its conflicts of laws principles.

f. The terms, covenants and conditions contained in this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

g. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

h. Each Party represents and warrants that it has the authority to execute, deliver and perform under this Agreement.

i. Neither Party will use the other Party's name, mark, code, drawing or specification in any advertising, press release, promotional effort or public announcement of any kind without the prior written permission of the other Party.

j. Any waiver by either Party of a breach of any provision of the Agreement will not operate as or be construed to be a waiver of any other breach of that or any other provision of the Agreement. Any waiver must be in writing. Failure by either Party to insist upon strict adherence to any provision of the Agreement on one or more occasions will not deprive such Party of the right to insist upon strict adherence to that or any other provision of the Agreement.

k. Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

l. The determination that any provision of this Agreement is invalid, illegal, or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated.

m. Headings in this Agreement are included for convenience only and will not affect the meaning or interpretation of this Agreement.




IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

PIMA COUNTY:

CENTURYLINK:

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Daniel Constance  
Director AZ Engr. and Construction

Date: \_\_\_\_\_

Date: 11/17/16

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_


APPROVAL AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**ANDREW FLAGG**  
\_\_\_\_\_  
Print Name

Date: 11/7/2016

APPROVAL AS TO CONTENT:

  
\_\_\_\_\_  
Priscilla Cornelio, P.E., Director  
Pima County Dept. of Transportation

Date: 11/9/16

## **EXHIBIT A**

### **1. DESCRIPTION OF WORK**

The “Work” consists of removing and disposing of manholes/vaults, conduit, and direct bury cable from public road right of way within the Cortaro Farms Project between Camino de Oeste and Thornydale Roads in accordance with the utility removal sheets of the project plans (Refer to Exhibit B).

### **2. ROLES AND RESPONSIBILITIES**

#### **2.1 Pima County Department of Transportation (PCDOT)**

- (a) Prepare engineering drawings and construction specifications to be included in the contract documents for the Work described in Section 2.
- (b) Remove 9 utility vaults (bid item 5160110 Utility Removal, Vault (CenturyLink)).
- (c) Remove approximately 10,000 linear feet of direct bury cable (bid item 5160102 Utility Removal, Direct Buried Cable (CenturyLink)).
- (d) Remove approximately 55,565 linear feet of duct bank (bid item 5160101 Utility Removal, Conduit (CenturyLink)).
- (e) Remove approximately 1,124 linear feet of conduit, (bid item 5160100 Utility Removal, Conduit (CenturyLink)).
- (f) Obtain right of way permit.
- (g) Provide as-built information.

#### **2.2 CENTURYLINK**

- (a) Review and approve the drawings and construction specifications for the Work described in Section 2.
- (b) Locate each CENTURYLINK vault, conduit, and direct bury cable to be removed.
- (c) Monitor County weekly construction schedules for the Work.
- (d) Provide an inspector to observe, inspect, and accept the Work.
- (e) Provide the Pima County Inspector each month on a predetermined regular basis accepted Work quantities of removals.



### 3. ESTIMATE OF COMPENSATION

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
5160100	Utility Removal, Conduit (CenturyLink)	L.F.	1,124	\$ 6.00	\$ 6,744
5160101	Utility Removal, Duct Bank (CenturyLink)	L.F.	55,565	\$ 6.00	\$ 333,390
5160102	Utility Removal, Direct Buried Cable (CenturyLink)	L.F.	10,000	\$ 4.00	\$ 40,000
5160110	Utility Removal, Vault (CenturyLink)	Each	9	\$ 750.00	\$ 6,750
Sub-Total					\$ 386,884
Construction Administration/Inspection (15%)					\$ 58,032
TOTAL ESTIMATED COST					\$ 444,916

**EXHIBIT B**  
**Work Documents and Utility Removal Drawings**

**SECTION 516 UTILITY REMOVALS** is hereby added to the Standard Specifications

**516-1 DESCRIPTION**

The work under this item shall consist of the removal and disposal of utility vaults, handholes, pull boxes, conduits, duct banks, pipes, and direct buried cables at the locations shown on the project plans or as may be directed by the Engineer and in conformance with the requirements of these Special Provisions. The terms “duct” and “conduit” are used interchangeably in these provisions.

Material shall become the property of the contractor on this project. The following utility company has facilities shown on the project plans to be removed by the contractor.

<b>Owner</b>	<b>Contact</b>	<b>Phone Number</b>
CenturyLink Communications	Bob Border	(480) 243-0009

**516-2 MATERIALS** (None Specified)

**516-3 CONSTRUCTION DETAILS**

**516-3.01 General.** Prior to commencing any removal work, the contractor shall contact the utility at the phone number listed above for confirmation of the facility and limits of removal. The contractor shall track removals using the Agency provided removal log and shall evidence confirmation of facilities removed through signature by the facility owner’s representative in the log at the time of work. Should work be performed by the contractor without receiving a confirmation signature, the Agency may at its sole discretion withhold payment for the work until such time that confirmation has been received.

Holes, cavities, trenches and depressions resulting from the removal of vaults, handholes, pull boxes, conduits, duct banks, pipes, and direct buried cables, except in areas to be excavated, shall be backfilled with suitable material which shall be compacted to a density of not less than 95 percent of the maximum density as determined in conformance with the requirements of the applicable test methods of the Arizona Department of Transportation Material Testing Manual, as directed and approved by the Engineer. When completed, the backfilled and compacted area shall remain firm and stable, as demonstrated by the lack of observable signs of deformation from wheel loading, even when subsequent courses of material are paced over the area.

No items are designated to be salvaged on this project. Items shall be carefully stockpiled or stored by the contractor at locations designated by the Engineer or within a secured area on the project site approved by the Engineer.

**516-3.02 Utility Inspection.** The contractor shall coordinate inspection of the work with the Engineer and utility companies. In no case shall notice of inspection be provided less than 24 hours



in advance. If the utility is unable to inspect the work, the Engineer may at his discretion give direction to proceed with the work.

The contractor shall on a regular basis provide utility companies a work schedule and provide at least a 24 hour notice of any changes to the schedule.

All problems or defects in the work shall be brought to the contractor's attention and the contractor shall be correct the problem or defect in a timely manner to the satisfaction of the Engineer or utility company.

**516-3.03 Removal of Conduit, Duct Bank, Direct Buried Cable and Pipe.** Prior to the removal of any conduit, duct bank, direct buried cable and pipe, the contractor shall have acknowledged by the utility, confirmation of ownership and verification of limits of removal, and shall record such information into the removal log.

Removed conduit, duct bank, and pipe shall be properly disposed of by the contractor.

Direct buried cable shall be removed and the contractor shall be responsible for disposal or salvage.

Duct bank shall be defined as an assembly of two or more conduit of the same or different size and type, arranged in a configuration held in place by spacers or racks or bundled during placement.

**516-3.04 Removal of Vault, Handhole, and Pull Box.** Prior to the removal of vaults, handholes, pull boxes, and any similar type structure, the contractor shall have acknowledged by the utility, confirmation of ownership and verification of limits of removal, and shall record such information into the removal log.

Unless otherwise specified, vaults, handholes, pull boxes, and any similar type structures designated on the project plans to be removed, shall be properly disposed of by the contractor.

**516-3.05 Removal of Cement Asbestos (CA) Pipe.** Removal, handling, and disposal of cement asbestos pipe material shall comply with all requirements of the Pima County Department of Environmental Quality and all ordinances, laws, procedures, and policies regarding the handling and disposal of asbestos containing material. Handling of cement asbestos pipe shall also be in conformance with the provision of Section 940.

The contractor shall be responsible for all civil and/or criminal penalties which may be levied for the improper handling or disposal of the cement asbestos material.

Disposal of cement asbestos pipe material shall occur only at approved asbestos disposal sites. The contractor shall notify the Engineer and the approved disposal site a minimum of 24 hours prior to the contractor's intent to dispose of the cement asbestos pipe material. The contractor shall have obtained and completed all applicable forms and permits prior to disposing of cement asbestos pipe materials.

The contractor shall provide the Engineer and utility with a copy of all executed forms and permits which shall serve as verification of proper disposal at an approved asbestos disposal site including a signed, fully completed copy of the Asbestos Disposal Manifest.

#### **516-4 METHOD OF MEASUREMENT**

Removal of utility vault, handhole, and pull box will be measured as a unit for each vault, handhole, and pull box removed.

Removal of utility conduit, duct bank, direct buried cable, and pipe will be measured by the linear foot parallel to the central axis of the conduit, duct bank, direct buried cable and pipe removed.

No direct measurement will be made for removal of tracer wire, cable within duct, inner duct, and spacers and racks.

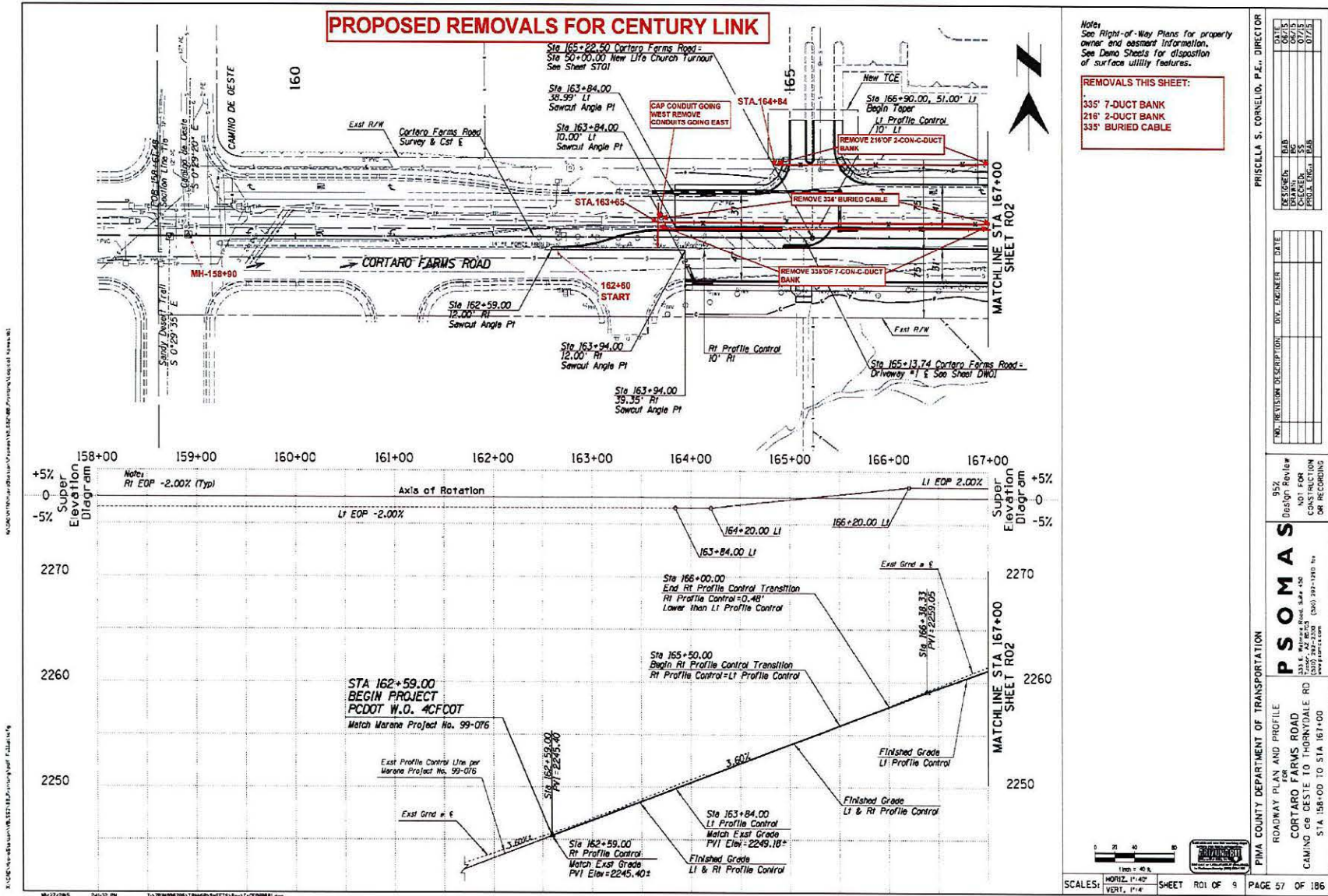
#### **516-5 BASIS OF PAYMENT**

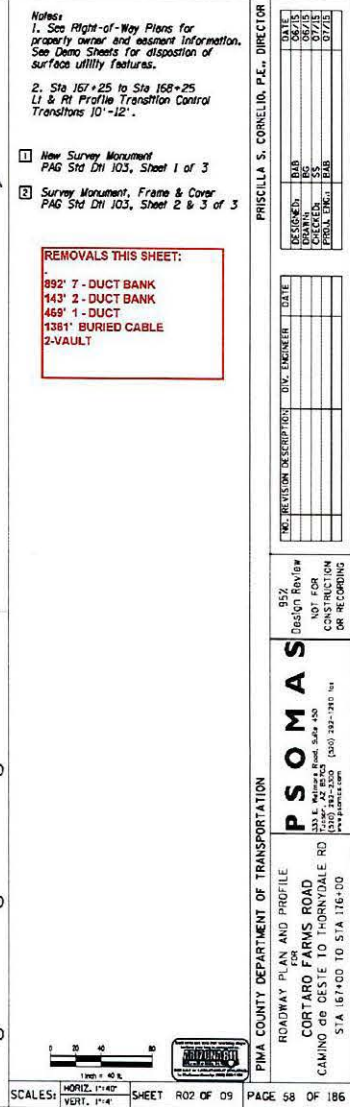
The accepted quantities of utility vault, handhole, and pull box removal, measured as provided above, will be paid for at the contract unit price indicated in the bidding schedule and will be considered as compensation in full for the item, including excavation and subsequent furnishing and placing of backfill incidental to the removal, compaction, proper disposal, and coordination necessary for the work in conformance with the requirements of this Section, the project plans, Special Provisions, or as may be directed by the Engineer.

The accepted quantities of utility conduit, duct bank, direct buried cable and pipe removal, measured as provided above, will be paid for at the contract unit price indicated in the bidding schedule and will be considered as compensation in full for the item including excavation and subsequent furnishing and placing of backfill incidental to the removal, compaction, proper disposal, air monitoring, and coordination necessary for the work in conformance with the requirements of this Section, the project plans, Special Provisions, or as may be directed by the Engineer.

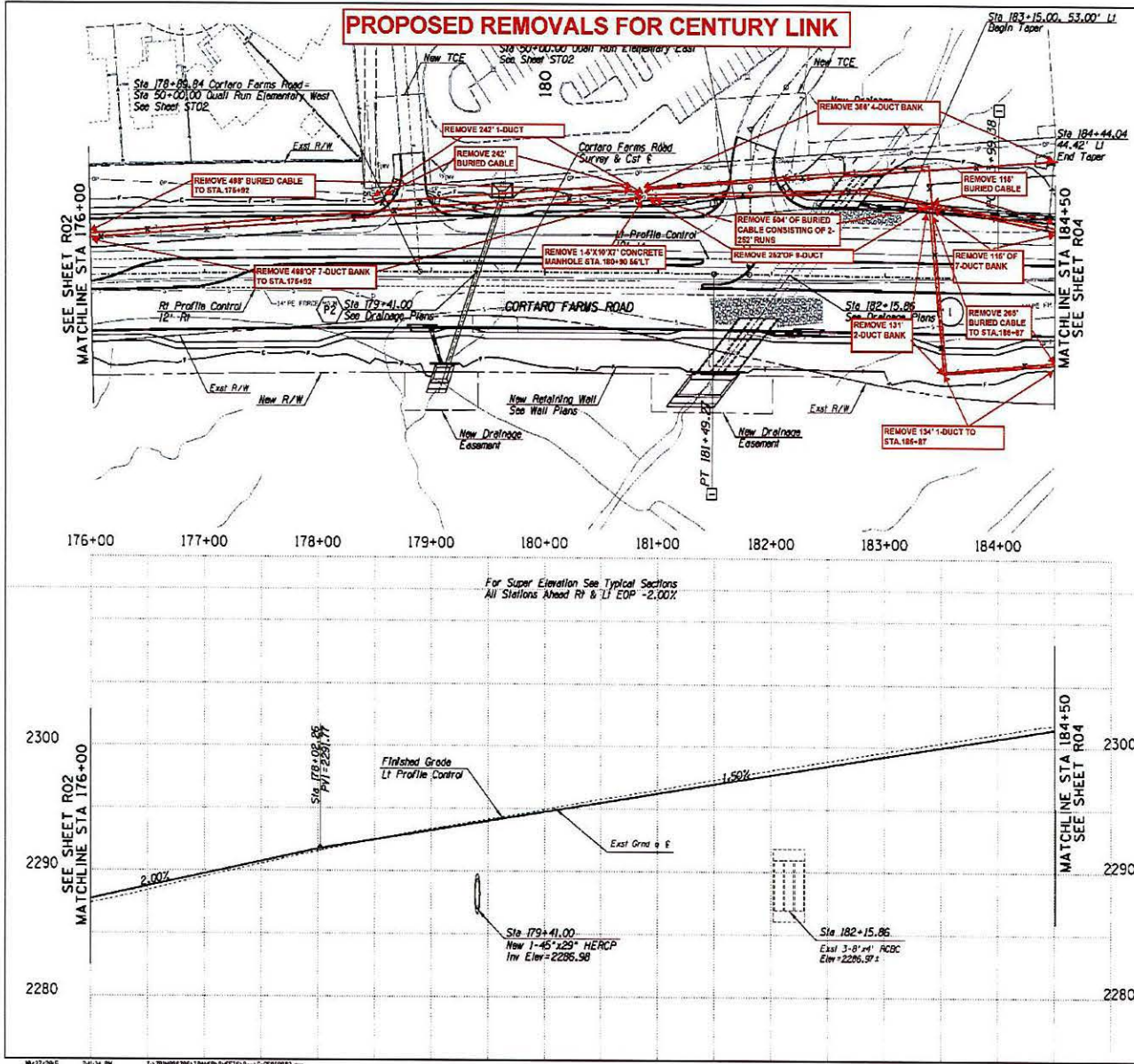
No separate payment will be made for removal of spacers, racks, tracer wire or cable and inner duct within conduit, the cost to be considered incidental to and included in the payment for the contract item in the bidding schedule requiring the work.











① New Survey Monument  
PAG Std D11 103, Sheet 1 of 3

② Survey Monument, Frame & Cover  
PAG Std D11 103, Sheet 2 & 3 of 3

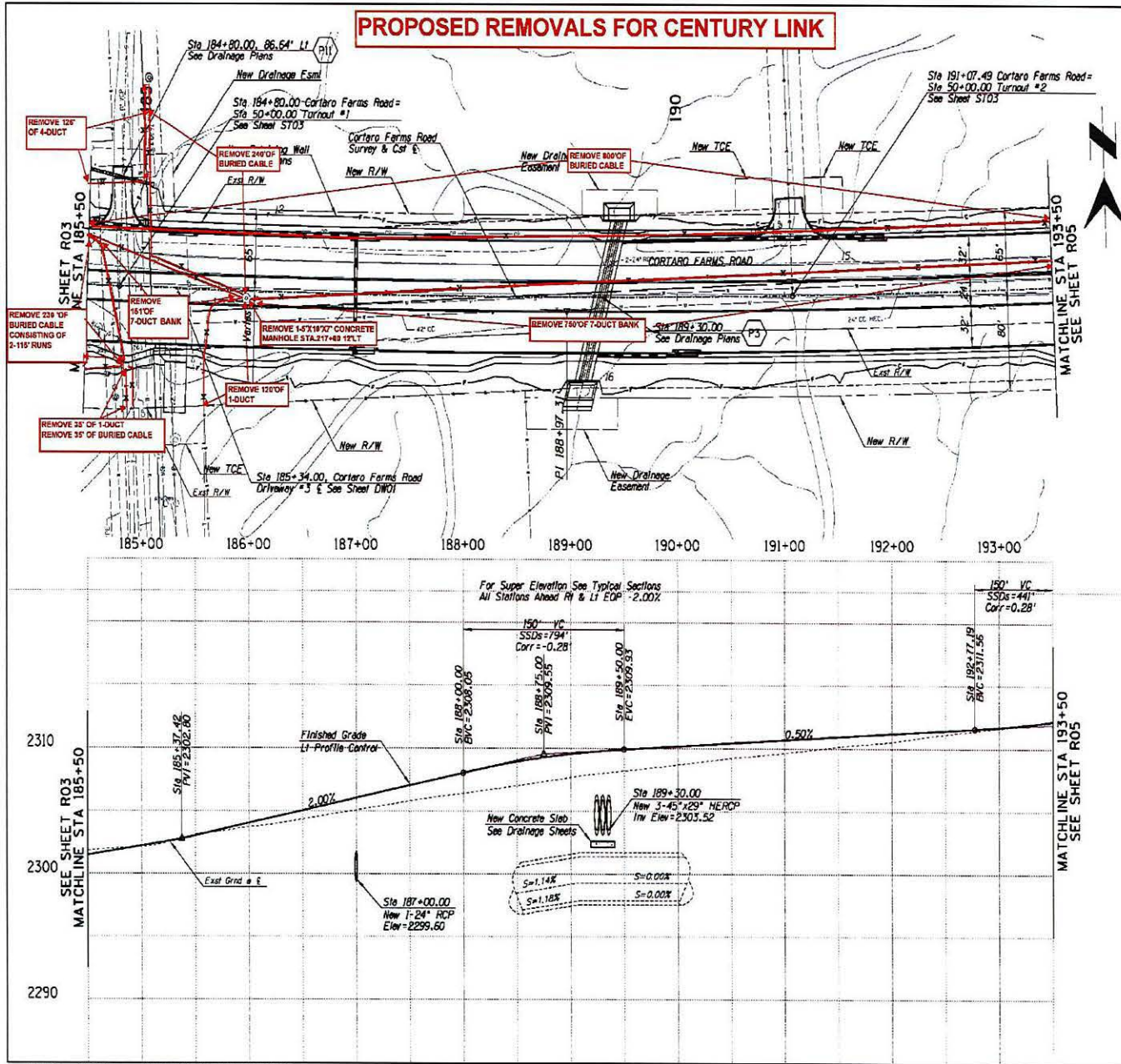
252' 9-DUCT BANK  
613' 7-DUCT BANK  
366' 4-DUCT BANK  
131' 2-DUCT BANK  
340' 1-DUCT  
1624' BURIED CABLE  
1-VAULT

[illegible]

**PSOMAS**  
333 E. Wilshire Road, Suite 430  
Westborough, MA 01581  
(508) 752-1500 (508) 262-1269 fax  
www.psomas.com

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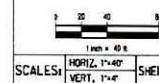
PAGE 59 OF 186



Notes:  
See Right-of-Way Plans for property owner and easement information.  
See Detail Sheets for disposition of surface utility features.

**REMOVALS THIS SHEET:**

- 126' 4-DUCT BANK
- 901' 7-DUCT BANK
- 155' 1-DUCT
- 1311' BURIED CABLE
- 1-VAI;T



PRISCILLA S. CORNELIO, P.E., DIRECTOR

DATE	DESIGNED	DRAWN	CHECKED	IN CHARGE
06/15				
07/15				
07/15				
07/15				

NOTATION: DESCRIPTION DIV. ENGINEER DATE

95% Design Review NOT FOR CONSTRUCTION OR RECORDING

**PSOMAS**

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

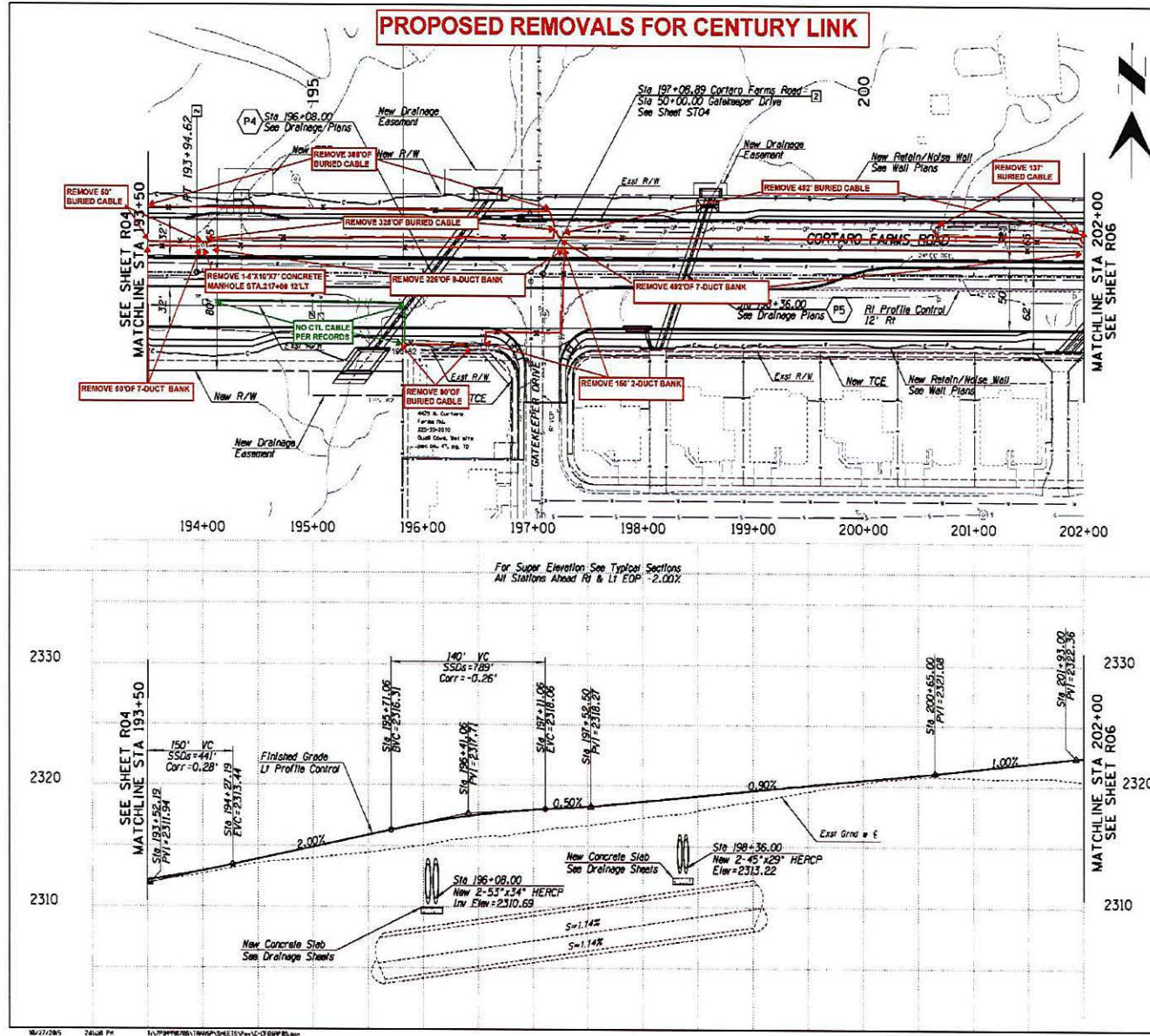
ROADWAY PLAN AND PROFILE FOR  
CORTARO FARMS ROAD  
CAMINO DE GESTE TO THORNDALE RD  
STA 184+50 TO STA 193+50

10/27/2015 2:43:36 PM 10/27/2015 10:00:00 PM 10/27/2015 10:00:00 PM 10/27/2015 10:00:00 PM

SCALE: HORIZ. 1"=40' VERT. 1"=4'

SHEET R04 OF 09 PAGE 80 OF 186

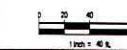




- Notes:  
See Right-of-Way Plans for property owner and easement information. See Demo Sheets for disposition of surface utility features.
- 1 New Survey Monument  
PAG Std Dtl 103, Sheet 1 of 3
  - 2 Survey Monument, Frame & Cover  
PAG Std Dtl 103, Sheet 2 & 3 of 3

**REMOVALS THIS SHEET:**

- 328' 9-DUCT BANK
- 492' 7-DUCT BANK
- 160' 3-DUCT BANK
- 1463' BURIED CABLE
- 1-VAULT



PRISCILLA S. CORNELIO, P.E., DIRECTOR

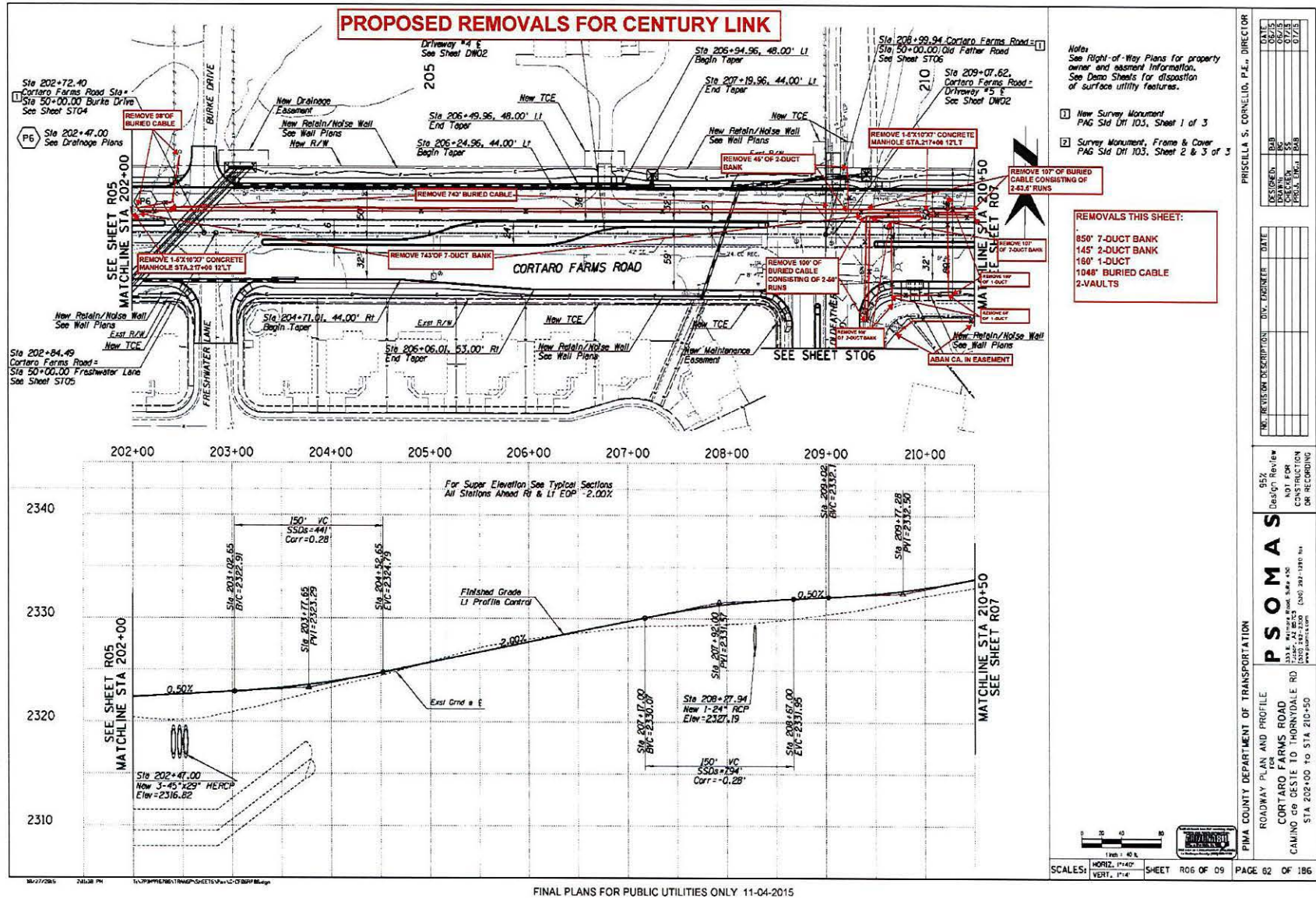
DESIGNER	DRAWN	CHECKED	IN CHARGE
PS	PS	PS	PS

REV.	DESCRIPTION	DATE
1	NEW SURVEY MONUMENT	
2	SURVEY MONUMENT, FRAME & COVER	

PSOMAS  
ROADWAY PLAN AND PROFILE  
CORTARO FARMS ROAD  
CAMINO CGE TO THORNDALE RD  
STA 193+50 TO STA 202+00

SCALE: HORIZ. 1"=40' VERT. 1"=4'

SHEET R05 OF 09 PAGE 81 OF 186



**PRISCILLA S. CORNELIO, P.E., DIRECTOR**

DATE	REVISION	DESCRIPTION
06/15	1	ISSUED FOR PERMIT
07/15	2	REVISED FOR COMMENTS
07/15	3	REVISED FOR COMMENTS
07/15	4	REVISED FOR COMMENTS
07/15	5	REVISED FOR COMMENTS

**DESIGN REVIEW**

95% Design Review

NOT FOR CONSTRUCTION

**PSOMAS**

PIWA COUNTY DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN AND PROFILE

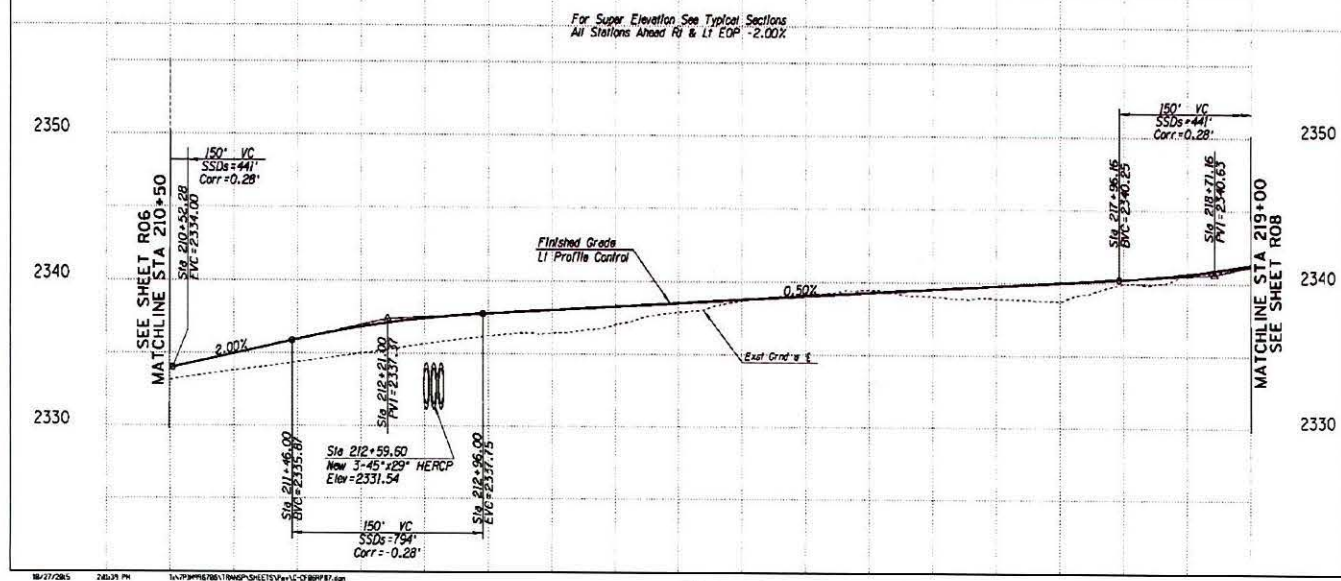
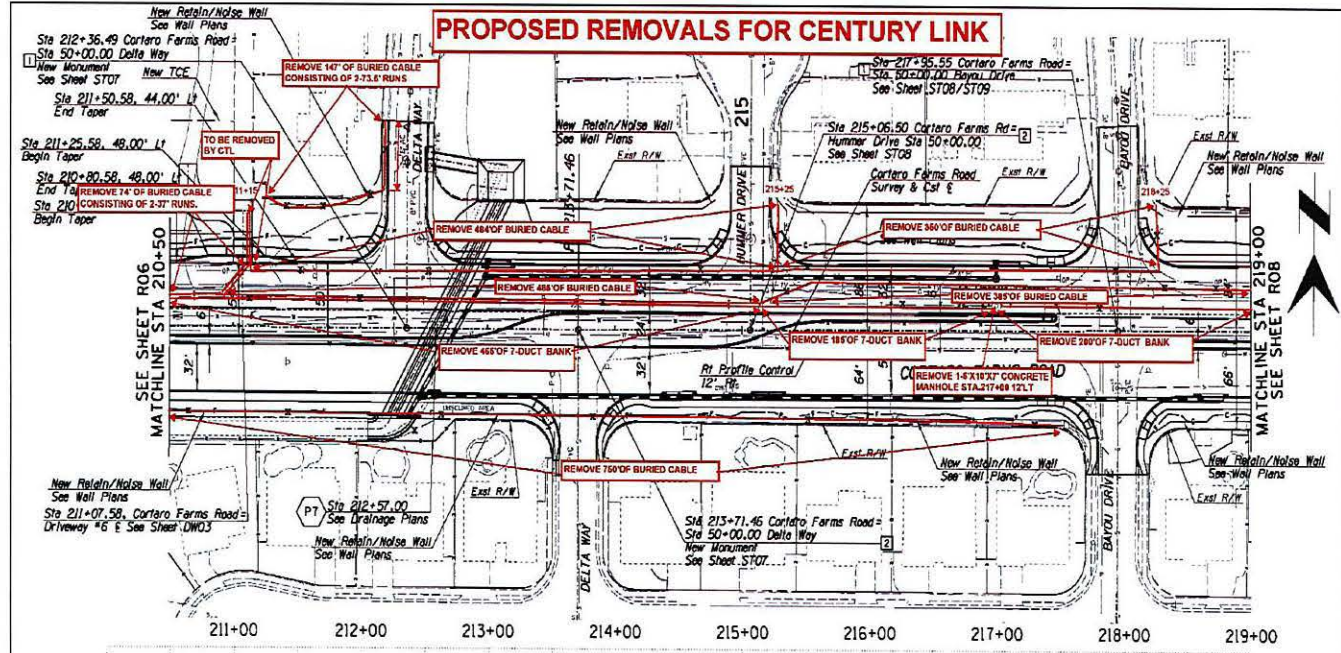
FOR

CORTARO FARMS ROAD

CAMINO DE DESIE TO THORNDALE RD

STA 202+00 TO STA 210+50





Notes:  
See Right-of-Way Plans for property owner and easement information.  
See Demo Sheets for disposition of surface utility features.

- 1 New Survey Monument  
PAG Std DN 103, Sheet 1 of 3
- 2 Survey Monument, Frame & Cover  
PAG Std DN 103, Sheet 2 & 3 of 3

REMOVALS THIS SHEET:  
850' 7-DUCT BANK  
2115' BURIED CABLE  
1-VAULT



PRISCILLA S. CORNELIO, P.E., DIRECTOR	
DATE	06/15
DESIGNED BY	PC
CHECKED BY	PC
PROJECT NO.	07/15
PROJECT NAME	07/15
PROJECT LOCATION	07/15
PROJECT ELEVATION	07/15
PROJECT SCALE	07/15
PROJECT SHEET	07/15
PROJECT DATE	07/15
PROJECT DESCRIPTION	DATE
DESIGN REVIEW	DATE
NOT FOR CONSTRUCTION	DATE
OR RECORDING	DATE
<p>95% Design Review</p> <p><b>PSOMAS</b></p> <p>ROADWAY PLAN AND PROFILE</p> <p>FOR</p> <p>CORTARO FARMS ROAD</p> <p>CAMINO DE OESTE TO THORNDALE RD</p> <p>STA 210+50 TO STA 219+00</p> <p>133 E. Riverside Road, Suite 100 Tucson, AZ 85705 (520) 292-1280 www.psomas.com</p>	



700' 7-DUCT BANK  
100' 10-DUCT BANK  
100' 6-DUCT BANK  
255' 2-DUCT BANK  
700' BURIED CABLE  
1-VAULT

DATE	BY	DESCRIPTION
06/15	BAB	DESIGNER
06/15	BG	DEARIN
07/15	SS	CHECKER
07/15	BAB	PROJ. ENG.

[illegible]

95%  
Design Review  
NOT FOR  
CONSTRUCTION  
OR RECORDING

**PORTATION**  
**PSOMAS**  
333 E. Westmore Road, Suite 450  
Denver, AZ 85005  
(303) 292-2500 (240) 292-1290 fax

<p>PIMA COUNTY DEPARTMENT OF TRANSPORTATION</p>	<p>ROADWAY PLAN AND PROFILE FOR CORTARO FARMS ROAD RAMINO de CESTE to THORNYDALE RD</p>	<p><b>PS</b> 333 E. Main St. Tucson, AZ 85701 (520) 793-2500</p>
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PRISCILLA S. CORNELIO, P.E., DIRECTOR

COUNTY DEPARTMENT OF TRANSPORTATION  
ROADWAY PLAN AND PROFILE  
FOR  
CORTARO FARMS ROAD  
FROM DE CESTE TO THORNYDALE  
SHEET 2 OF 20

PAGE 64 OF 18

SCALES:	HORIZ. 1"=40'	SHEET	ROB OF 09	PAGE 64 OF 18
	VERT. 1"=40'			



