



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 22, 2021

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement between the City of Tucson and the Pima County Regional Flood Control District for the Construction and Maintenance of the Tucson Arroyo Box Culvert as part of the Downtown Links, Interstate 10 to Broadway Boulevard Roadway Improvements Project

**\*Purpose:**

This item involves two related Intergovernmental Agreements (IGAs) with the City of Tucson (City) related to the Downtown Links transportation improvement project, which includes significant drainage improvements to the Arroyo Chico watercourse. The first IGA, pertains to the Regional Flood Control District's (District) contribution of funding for the drainage work. The second IGA pertains to the transfer of ownership of numerous City properties to the District.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

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

This IGA commits the District to provide the City with \$6 million over 3 fiscal years as well as to take responsibility for a flood control project along the Santa Cruz River with an estimated construction cost of \$2 million. The District's funding support is approximately the cost of the Arroyo Chico drainage improvements and will help the City address a project funding shortfall. Although the District is typically not involved in projects that have Regional Transportation Authority funding, the improvements to Arroyo Chico make this project different. The District has been involved in completion of many large capital projects throughout the Arroyo Chico watershed. The drainage work associated with Downtown Links will reduce the extent of the flooding in and near downtown.

**\*Public Benefit:**

These two IGAs support the District's goals of reducing flood risk in Pima County. The first IGA commits the District to funding drainage improvements that replace infrastructure that is undersized and past its design life. The new infrastructure will reduce the risk of flooding in the downtown area. The second IGA commits the City to transfer ownership of parcels along the regional watercourses, among others, to the District giving the District greater operational control of the rivers.

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

Timely transfer of parcels

**\*Retroactive:**

No

TO: COB 6-9-21 (3)  
vers: 1  
pgs: 19

**Contract / Award Information**

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 21\*480  
Commencement Date: 06/22/2021 Termination Date: 06/21/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 6,000,000 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Flood Control Tax Levy

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

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 22-10.

**Amendment / Revised Award Information**

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): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Eric Shepp, Deputy Director (Martha Guzman 4-4611 for P/U)

Department: Regional Flood Control District Telephone: (520) 724-4610

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature] 6/8/2021

County Administrator Signature/Date: [Signature] 6/8/21

(Required for Board Agenda/Addendum Items)

Contract No: CJ-FC-214400 Amendment No: \_\_\_\_\_

This number must appear on all correspondence and documents pertaining to this contract

ADOPTED BY THE  
MAYOR AND COUNCIL

April 20, 2021

RESOLUTION NO. 23330

RELATING TO TRANSPORTATION; AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON AND THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF THE TUCSON ARROYO BOX CULVERT AS PART OF THE DOWNTOWN LINKS PROJECT, INTERSTATE 10 TO BROADWAY BOULEVARD; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

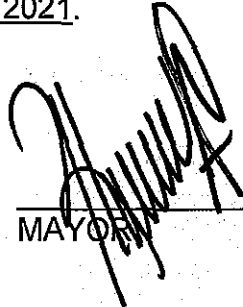
SECTION 1. The IGA between the Pima County Regional Flood Control District ("District") and the City of Tucson to fund Construction and Maintenance of the Tucson Arroyo Box Culvert as part of the Downtown Links Project, Interstate 10 to Broadway Boulevard, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to the IGA and any and all documents necessary to effectuate the transactions contemplated thereby for and on behalf of the City.


SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

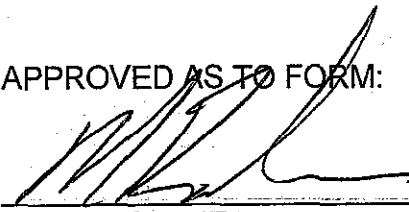
PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, April 20, 2021.

  
\_\_\_\_\_  
MAYOR

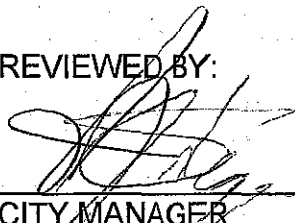
ARREST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

  
\_\_\_\_\_  
CITY MANAGER

DF:dg  
4/5/21

**Intergovernmental Agreement between  
the City of Tucson and the  
Pima County Regional Flood Control District for the  
Construction and Maintenance of the Tucson Arroyo Box Culvert  
as part of the Downtown Links, Interstate 10 to Broadway Boulevard  
Roadway Improvements Project**

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Tucson ("City"), a municipal corporation, and the Pima County Regional Flood Control District ("District"), a political taxing subdivision of the State of Arizona, pursuant to Arizona Revised Statutes (A.R.S.) Section 11-952. City and District are together referred to in this Agreement as the "Parties."

**Recitals**

- A. The Pima County Regional Flood Control District ("District") is authorized by A.R.S. Section 48-3606 (C)(3) to contract and join with any other flood control district, municipality, political subdivision or governmental agency in acquiring, constructing, maintaining and operating flood control works.
- B. The City of Tucson ("City") and the District have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.
- C. City is authorized by A.R.S. §§ 48-572(5), 9-276, and 9-494 to construct, reconstruct or acquire drainage ways and channels, parks, and trail systems.
- D. The City has executed an agreement with the Regional Transportation Authority of Pima County ("RTA") to construct a box culvert and associated structures within the Tucson Arroyo ("the Project"), within the broader project limits of Downtown Links, as depicted in the attached Exhibit A.
- E. The District has agreed to provide funding in the amount of \$6,000,000.00 for the construction of the Project to be paid over 3 fiscal years.
- F. Construction of the Project commenced in summer of 2020, subject to acquisition of necessary permits, easements and utility clearances, and is currently estimated to be completed approximately thirty (30) months after the start of construction.
- G. District and City desire to cooperate in the construction, operation, and maintenance of the Project and related facilities located on District property.

- H. District and City agree to terminate that certain Intergovernmental Agreement ("IGA") between Pima County ("County"), Pima County Regional Flood Control District, and City for Maintenance of the East and West Banks of the Santa Cruz River between Irvington Road and the Drexel Road Alignment (executed on January 7, 2014, Pima County Contract No. CT-FC-17-374 and City of Tucson Contract No. 18469). City will utilize funding that was obligated on this IGA for the Downtown Links project and the District will agree to complete this IGA using District funding.

### **Agreement**

NOW THEREFORE, the Parties, pursuant to the above recitals which are incorporated herein as binding obligations as part of this Agreement, including but not limited to Recitals D through J, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the construction of the Project and all Improvements and to address legal and administrative matters among the Parties.
2. **Project.** The Project consists of the construction of a box culvert and associated structures within the Tucson Arroyo from the 7<sup>th</sup> Street/6<sup>th</sup> Avenue intersection to the existing channel west of the Union Pacific Railroad tracks, along with associated project construction, including the widening of Saint Mary's Road and Sixth Street from the Church Avenue intersection east to Seventh Avenue and the construction of the new Maclovio Barraza Parkway from Sixth Street to Broadway Boulevard.

The project work activities consists of, but are not limited to, removing the existing asphalt roadway, curbs, sidewalks, curb access ramps, driveways, streetlights, and traffic signals. A new asphalt roadway will be constructed along with new curb, sidewalks, curb access ramps, driveways, streetlights and traffic signals on Sixth Street at Church Avenue, Stone Avenue, and Maclovio Barraza Parkway and the traffic signals at Maclovio Barraza Parkway/Barraza-Aviation Parkway and Broadway Boulevard will be modified. A new railroad underpass bridge will be constructed to provide grade separation between Sixth Street and the Union Pacific Railroad (UPRR) main line tracks. A new bridge will be constructed for Maclovio Barraza Parkway over Sixth Avenue and a new deck plaza structure will be constructed in the area of Ninth Avenue and Sixth Street. A new HAWK pedestrian crossing will be constructed on Maclovio Barraza Parkway in the vicinity of Seventh Avenue. A new storm drain system with curb inlets will be constructed within the project limits. Additionally, new median islands, landscaping and irrigation, sanitary sewer mains and water mains will be constructed as shown on City of Tucson Plan No. I-2013-018.

### **3. City Obligations and Responsibilities.**

3.1. The City shall design and construct the Project in accordance with the Project plans and specifications as contained in the City's Downtown Links: 6<sup>th</sup> Street Underpass to Broadway Boulevard Roadway Improvements - City Job No. S30N, City Plan No. 1-2013-018 (the "Project Plans").

3.2. During construction of the Project, City will have sole responsibility for all grounds, structures and improvements, and all activities occurring within the Project limits including all necessary inspections, maintenance and repair of the existing and new box culverts within the Tucson Arroyo.

3.3. In the spirit of collaboration, City shall confer with District throughout the construction of the Project for the purpose of facilitating the timely and satisfactory completion of the Project.

3.4. City shall confer with District before constructing any improvements, structures or other modifications not included in the Project Plans.

3.5. On completion of the Project and all related features and appurtenances, the City shall assume full responsibility and liability for the box culvert and all related improvements constructed within the Tucson Arroyo.

4. **Construction.** City shall let and administer the construction contracts for the Project in accordance with the requirements of Title 34 and in accordance with the Construction Schedule (as defined below). City shall have the usual rights of the owner of a public construction contract.
  - a. *Construction Schedule.* City shall be responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction. A final Construction Schedule shall be established and provided to District within thirty days after award of the construction contract(s) by City.
  - b. *Signage.* District and City shall have the right to install signage at the construction site in a location of its choosing, provided that the sign does not interfere with the construction, announcing that the Project is a District and City project, and listing the names of the members of the Board of Directors and Mayor and Council.
5. **Utility Relocations.** To the extent any utilities must be relocated as a result of the Project, City shall be responsible for coordinating all utility relocations.
6. **Rights of Way and Easements.** To the extent any property rights must be acquired from third parties to complete the Project or thereafter maintain the Improvements, City will be responsible for acquiring those property rights, either by purchase or through its power of eminent domain.
7. **Project Permits.** City shall obtain any approvals, permissions, or permits necessary for the Project. District shall provide to City, at no cost to City, any District clearances or permits necessary for City to construct and maintain the Project.
8. **Public Participation.** City shall cooperatively manage any public participation processes for the Project. City shall coordinate all publicity or public participation activities with District and shall coordinate all public meetings on the Project.

- 9. Project Manager and Representatives.** City shall furnish a Project Manager for the Project and District shall designate a representative (the "District Liaison") to be a liaison with the Project Manager during construction of the Project. The Project Manager shall coordinate as appropriate with District representatives during construction of the Project.
- 10. Disputes.** In the event the Project Manager and District Liaison disagree on any aspect of the Project, the District's Chief Engineer and the City's City Engineer, or their designees, shall meet within three (3) calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unsettled after that meeting, or if that meeting does not occur within the time frame specified above or otherwise agreed upon, the District's General Manager and the City Manager shall meet within ten (10) calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance.
- 11. Financing of the Project.** City shall be responsible for 100% of the cost of Project design. District shall be responsible for \$6,000,000 of the cost of Project construction. The remainder of the cost of Project construction shall be funded by other funding sources secured by City. Upon completion of construction and acceptance of the Project by City, City shall be responsible for all ongoing costs of maintaining the Improvements. City will invoice District only for reimbursement of completed construction costs, and payment shall be made to the City upon invoicing, not to exceed the annual limits specified in this section. Up to \$1,000,000 will be invoiced in Fiscal Year '20/21, up to \$2,000,000 will be invoiced in Fiscal Year '21/22, and \$3,000,000 (or the remaining balance of the \$6,000,000) will be invoiced upon completion of the Project, but in no case sooner than in Fiscal Year '22/23.
- 12. Regulation of the Project during Construction.** City shall have responsibility for and control over the Project during construction.
- 13. Inspection.** City may inspect any portion of the Project construction for substantial compliance with drawings and specifications. City shall allow official District representatives reasonable access to the Project site during construction. The Project Manager and District Liaison will cooperate and consult with each other during Project construction.
- 14. Ownership and Maintenance.** The City will own all improvements installed as part of the Project upon completion of the project.
- 15. Term and Termination.**
- a. *Term.* This Agreement shall be effective on the date of the last signature of a party ("Effective Date"). The terms of this Agreement that pertain to construction shall expire on final completion and acceptance of the Project by City.
  - b. *Termination.* This Agreement may be earlier terminated under the following circumstances:
    - i. For Cause. A party may terminate this Agreement for material breach of the Agreement



by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five (45) days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

- ii. Conflict of Interest. This Agreement can be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.
- iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, City or District fail to appropriate sufficient funds to design or construct the Project.

c. *Effect of termination.*

- i. Extinguishment of Easements Granted to District. Upon termination of this Agreement for any reason, District will, at its sole cost, extinguish the easement in its favor granted by City under this Agreement.
- ii. Ownership and Maintenance of Property and Improvements. Upon termination of this Agreement for any reason, ownership of all Improvements shall automatically vest in City, and City shall be solely responsible for maintaining those Improvements.

**16. Indemnification.** To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing boards or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

- a. *Preexisting conditions.* To the fullest extent permitted by law, City shall indemnify, defend and hold District, its boards, officers, departments, employees and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material or waste, regulated pursuant to federal, state or local environmental laws, regulations or ordinances, that is present on, in or below or originated from property owned or controlled by City prior to the execution of this Agreement. This includes liability for remedial action costs where property owned or controlled by City prior to the execution of this Agreement is found to be the source of the release or threatened release of a hazardous substance under the Water Quality Assurance Revolving Fund program in Title 49, Chapter 2, Article 5. The District will allow the City access as needed for monitoring and remediation.

- b. *Notice.* Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Section. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.
- c. *Negligence of indemnified party.* The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.
- d. *Survival of termination.* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

**17. Insurance.** Each party to this Agreement warrants that it is self-insured or otherwise maintains adequate insurance to fully cover that party's liability regarding the Project.

**18. Books and Records.** City shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with City's records retention policy and made available for inspection by District upon reasonable notice.

**19. Construction of Agreement.**

- a. *Entire Agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
- c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
- d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. *Severability.* In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a party in an attempt to reach an agreement on a substitute provision.

**20. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of City or District.

**21. No Joint Venture.** This Agreement shall not be construed to create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the City and the District. No party shall be liable for any debts, accounts,

obligations or other liabilities whatsoever of the other party as a result of this Agreement, including, without limitation, any party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**22. Workers Compensation.** Each party shall 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.

**23. No Third Party Beneficiaries.** This Agreement shall not create any right to any person or entity as a third party beneficiary.

**24. Compliance with Laws.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement as if set forth in full herein.
- b. *Americans with Disabilities Act.* This Agreement is subject to 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.
- c. *Conflict of Interest.* This Agreement is subject to the provisions of A.R.S. § 38-511.
- d. *Legal Arizona Workers Act Compliance.* Each party warrants to the other that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the warranting party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each party further agrees to ensure that each contractor who performs work associated with this Agreement (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each party shall further require that each contractor who performs work subject to this Agreement advises each subcontractor of the party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [District or City] may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material

breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either party, by that party’s contractor doing work subject to this Agreement, or by a subcontractor of that party’s contractor doing work subject to this Agreement shall be deemed to be a material breach of this Agreement subjecting the breaching party to penalties up to and including suspension or termination of this Agreement. A party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other party for any additional costs attributable directly or indirectly to remedial action under this subsection.

- 25. Waiver.** Waiver by any 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.
- 26. Force Majeure.** A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term “uncontrollable forces” shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, 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 party affected, order of any government officer or court (excluding orders promulgated by the party affected), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.
- 27. Notification.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

**City:**

City of Tucson Transportation and Mobility Department  
Attn: Director  
201 N Stone Avenue, 6<sup>th</sup> Floor, North side  
Tucson, AZ 85701

**District:**

Pima County Regional Flood Control District  
Attn: Director  
97 E Congress Street, 3<sup>rd</sup> Floor  
Tucson, AZ 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail.

Any party may, by written notice to the other parties, designate another address or person for receipt of notices under this Agreement.

**28. Remedies.** 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 in equity or by virtue of this Agreement.

*In Witness Whereof*, City has caused this Agreement to be executed by the Mayor, upon resolution of the Mayor and Council and attested to by the City Clerk, and the District has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Directors, upon resolution of the Board and attested to by the Clerk of the Board.

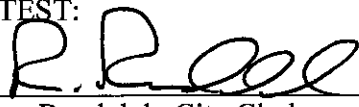
THEREFORE, the parties hereto have entered into this Agreement as evidenced by the signatures below.

CITY OF TUCSON, a municipal corporation

  
\_\_\_\_\_  
Regina Romero, Mayor

Date April 20, 2021

ATTEST:

  
\_\_\_\_\_  
Roger Randolph, City Clerk

Date April 20, 2021

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

\_\_\_\_\_  
Sharon Bronson, Chair, Board of Directors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Julie Castañeda, Clerk of the Board

\_\_\_\_\_  
Date

### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Pima County Regional Flood Control District and the City of Tucson has been reviewed pursuant to A.R.S. § 11-952 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 represented by the him/her.

CITY OF TUCSON:

\_\_\_\_\_  
Principal Assistant City Attorney

\_\_\_\_\_  
Date

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT:

  
\_\_\_\_\_  
Deputy County Attorney for the District

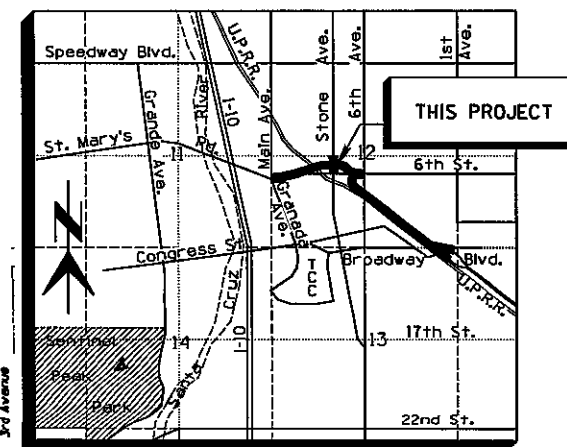
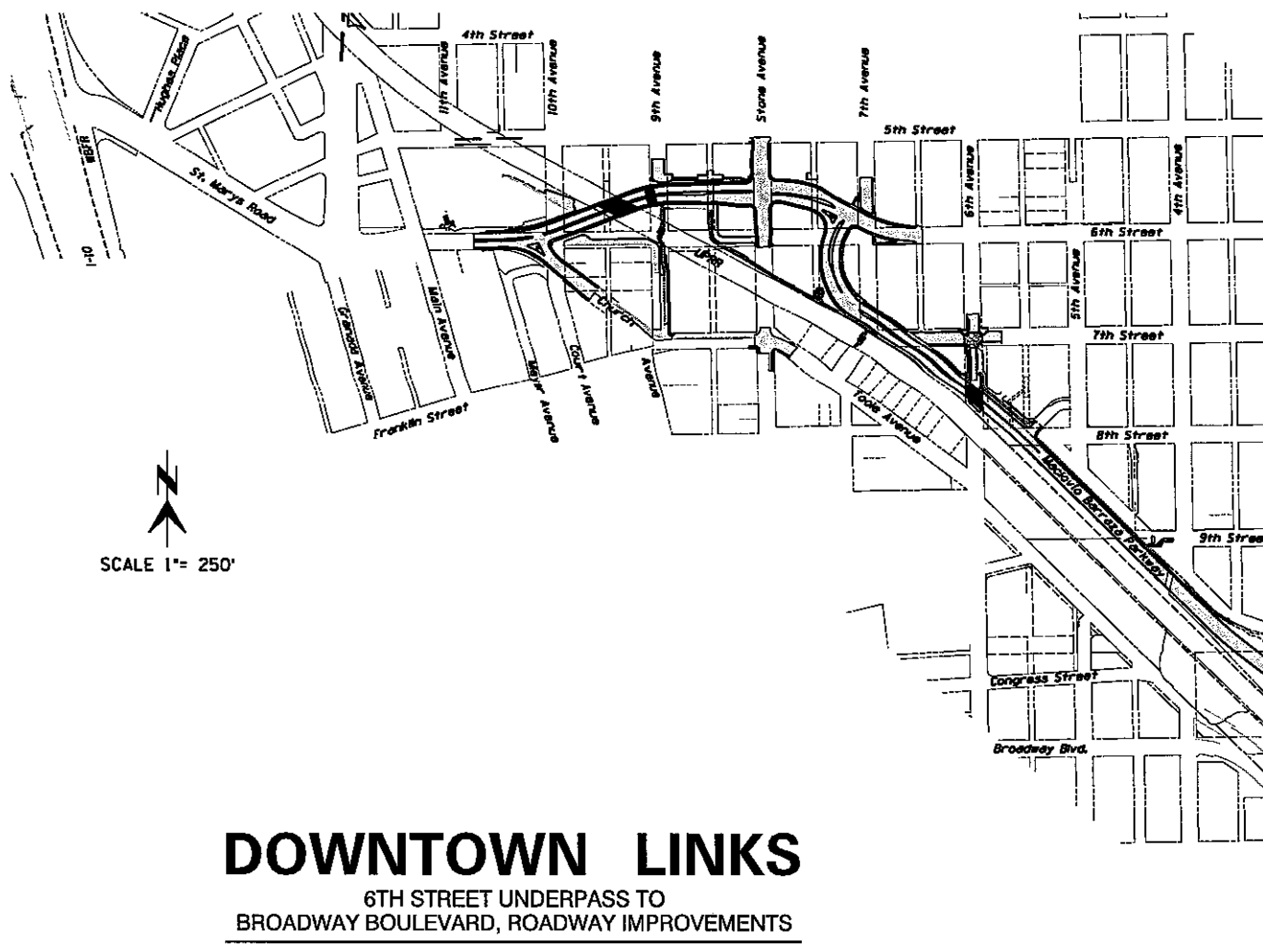
5/13/21  
\_\_\_\_\_  
Date

**EXHIBIT A**

**PROJECT AREA MAP**

**EXHIBIT B**

**BOX CULVERT PLAN SHEETS**



LOCATION MAP

SECTIONS 11,12,13,14  
T14S, R13E  
G & S.R.M.  
PIMA COUNTY, ARIZONA  
4" = 1 MILE

## DOWNTOWN LINKS

## 6TH STREET UNDERPASS TO BROADWAY BOULEVARD, ROADWAY IMPROVEMENTS

CITY OF TUCSON JOB NO. S30N



DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION				
<b>DOWNTOWN LINKS - PHASE III</b>				
<b>6TH STREET UNDERPASS TO BROADWAY BOULEVARD</b>				
Approved	Supervisor	Date	Approved _____ 00 ____	
ENGINEERING SUPERVISOR				
TRAFFIC PLANNING & DESIGN SUPERVISOR				
LANDSCAPE ARCHITECT				
			TRANSPORTATION DIRECTOR	
			5	
REV. <u>BA</u> 20 20 20 20 20 20 <u>BA</u> 20 20 20 20 20 20 <u>BT</u> 20 20 20 20 20 20				
			PL 6AN INCL. 1-2013-018	



**DETAIL DA - GENERAL NOTES**

### DESIGN AND WORKMANSHIP

1. All work requirements shown on these drawings and not otherwise detailed shall be accomplished as specified in the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering 2012, and the Special Provisions. In the event of conflicts between specifications, the more restrictive will apply.
2. Box culvert designed for Cooper E-80 live loading with Impact in accordance with the AREMA Manual, Chapter 6 - Concrete Structures and Foundations.
3. Box culvert designed for a min. 1'-6" cover and a max. 18'-0" cover. Cover is measured from base of rail to top of the concrete box.

### CAST-IN-PLACE CONCRETE

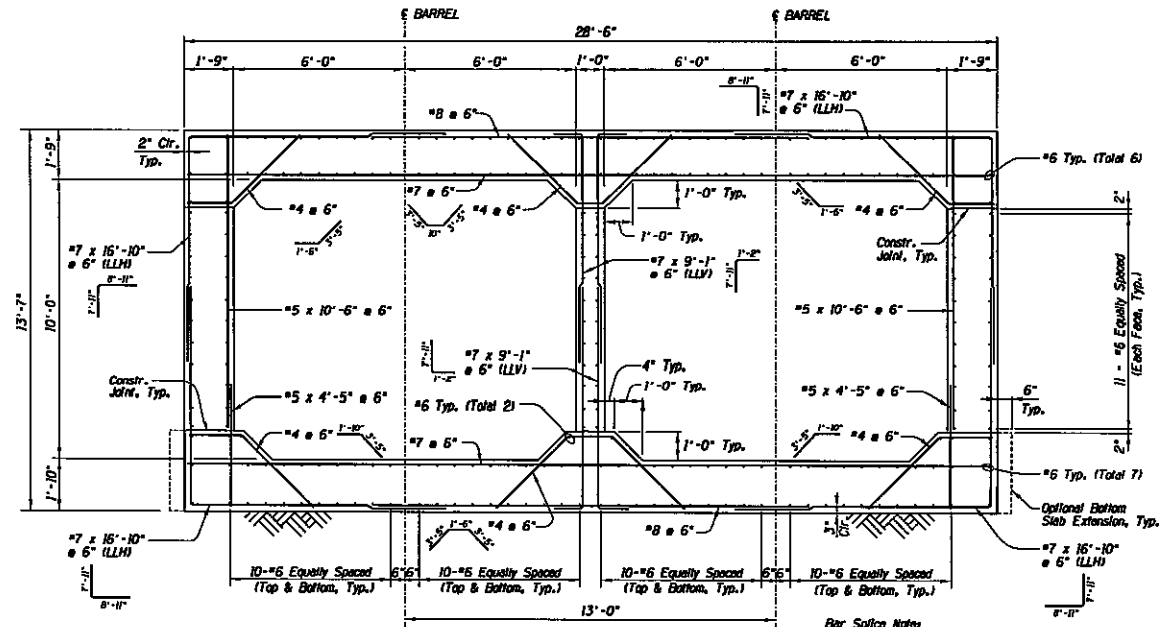
1. All concrete material, placement and workmanship shall be in accordance with Chapter 8 of the current edition of the AREMA Manual for Railway Engineering.
2. Compressive strength - 4000 lb. per square inch at 28 days.
3. Exposed surfaces shall be formed in a manner that will produce a smooth and uniform surface without any surface distress. Exposed edges of 90 degrees or less are to be chamfered  $\frac{1}{8}$ " x  $\frac{1}{8}$ ". Top surfaces to have a smooth finish, free of all float or trowel marks.
4. Concrete shall be proportioned such that the water - cement ratio (by weight) does not exceed 0.45. Concrete must contain a minimum of 6 sacks of cement per cubic yard of concrete.
5. Cement shall be either Type I or Type III (Portland Cement).
6. Aggregates shall be graded in accordance with ASTM C33.
7. Coarse aggregate shall be size no. 67.
8. Fine aggregate shall be natural sand.
9. Air content shall be between 5% and 7% (by volume).
10. Admixtures shall not be used without approval by the Railroad or the Engineer.
11. Curing shall be accomplished by wet curing or membrane curing compound. Membrane curing compound shall conform to ASTM C309 Type 2.
12. Apply Thorac Epoxy Adhesive 24UPL or approved alternate before placing new concrete against hardened concrete surfaces.

PRECAST CONCRETE

1. All concrete material, placement and workmanship shall be in accordance with Chapter 8 of the current edition of the AREMA Manual for Railway Engineering.
2. Compressive strength - 4000 lb. per square inch at 28 days.
3. Exposed surfaces shall be formed in a manner that will produce a smooth and uniform appearance without rubbing or plastering. Exposed edges of 90 degrees or less are to be chamfered  $\frac{1}{4}$ " x  $\frac{1}{4}$ ". Top surface to have a smooth finish, free of all float or trowel marks.
4. Concrete shall be proportioned such that the water - cement ratio (by weight) does not exceed 0.45. Concrete must contain a minimum of 6½ sacks of cement per cubic yard of concrete.
5. Cement shall be either Type I or Type III Portland Cement.
6. Aggregates shall be graded in accordance with ASTM C33.
7. Coarse aggregate shall be size no. 67.
8. Fine aggregate shall be natural sand.
9. Air content shall be between 5% and 7% (by volume).
10. Admixtures shall not be used without approval by the Railroad or the Engineer.
11. Curing shall be accomplished by wet curing or membrane curing compound. Membrane curing compound shall conform to ASTM C309 Type 2.
12. The fabricator shall stencil the fabricator's name, date of fabrication, and place mark of location shown on the drawings.
13. Production procedures for the manufacture of precast members shall be in accordance with the AREMA Manual for Railway Engineering and the Prestressed Concrete Institute's Manual M11, 115-177 for Quality Control.
14. Dimensional tolerances governing the manufacture of precast members shall conform to Division VI, Section 6.4.6, of the Prestressed Concrete Institute's Manual M11, 115-177 for Quality Control. Tolerance for location of lifting devices shall be  $\pm \frac{1}{2}$ ".
15. The fabricator will be responsible for loading and properly securing all precast concrete members for shipment. All concrete components shall be made available for inspection by the Railroad at the fabricator's plant prior to shipment, at the Railroad's discretion.

## LIFTING ANCHORS

1. *Swift lift anchors and recess plugs shall be Dayton/Richmond P-52L or approved alternate.*
2. *Swift lift lifting eyes shall be Dayton/Richmond P-50L or approved alternate.*
3. *The safe working load for each anchor shall provide a minimum safety factor of 4.*



**TYPICAL BARREL SECTION**  
**2-12' x 10' REINFORCED CONCRETE BOX CULVERT**

### REINFORCING STEEL

1. Reinforcing steel shall be deformed, non brittle bars per current ASTM A615 Specifications and meet Grade 60 requirements.
2. Fabrication of reinforcing steel shall be per Chapter 7 of the CRSI Manual of Standard Practice. Dimensions of bending details are out to out bar.
3. Reinforcing steel is to be blocked to proper location and securely wired against movement. The wires shall be installed at every other bar spacing. No steel at least fifty percent of the intersections are tied. Tack welding of reinforcing is prohibited. Minimum concrete cover on reinforcing not otherwise noted shall meet current AEMA Manual for Railway Engineering requirements.
4. See Detail DC for reinforcing steel placement in curved alignment.

**CULVERT BEDDING**

Culvert bedding shall be granular material such as aggregates ordinarily specified and used in the construction of highway base and subbase. These aggregates include crushed stone, natural or crushed gravel, natural or manufactured sands, crushed slag or a homogeneous mixture of these materials. Culvert bedding shall be compacted to 95% of maximum dry density as defined in ASTM International D1557 (Modified Proctor). Recommended gradation is as follows:

<u>SCREEN SIZE</u>	<u>% PASSING (BY WEIGHT)</u>
1 inch	100
1/2 inch	60-90
3/8 inch	20-40
No. 4	10-20
No. 200	less than 5%

*Union Pacific sealant ballast, Item no. 562-5428, may be used.*

For #8 bars use 3'-5" min. lap splice when needed and center splice at midspan of Culvert opening. For #7 bars use 2'-7" min. lap splice when needed and center splice over interior wall. For #6 bars use 2'-1" min. lap splice when needed and slobber splices.

 $\frac{1}{2} = 1 - 0$ **Notes:**

1. Railroad Box Culvert - Tucson Arroyo shall be paid for under Bid Item No. 6018111.

## DETAIL DA


RAILROAD BOX CULVERT  
TUCSON ARROYO  
Sta. 12+37 to 16+53




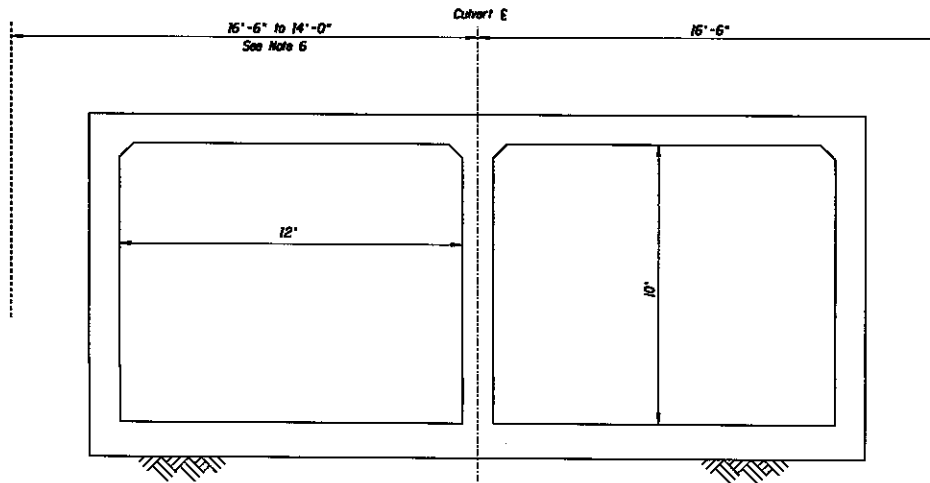
**SPECIAL DETAILS - DRAINAGE** SHEET 19 OF 58

DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION	38
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- DOWNTOWN LINKS -  
6TH STREET UNDERPASS TO BROADWAY BOULEVARD

 <b>CITY OF</b>	CHARGE BY	AS	2587	REF. F.B. 2252 & 6 U. SCALE: 1/2"=1'-0"

 TUCSON	CHRG. BY	JPC	2017	PLAN NO. <u>I-2013-018</u>
	CHRG. BY	YIB	2017	



SECTION  
2-12' x 10' REINFORCED CONCRETE BOX CULVERT  
ADOT STANDARDS - SD 6.02

#### Notes

1. All work shall conform to the requirements of the current Arizona Department of Transportation Standard Specification and Bridge Group Structure Details.
2. See ADOT Std. SD 6.02 for dimensions and reinforcing bar placement.
3. See ADOT Std. SD 6.01 for structural excavation & backfill details and additional requirements.
4. See Detail DC for rebar placement along curved alignment.
5. From Station 16+53.00 to Station 23+00 the box culvert shall be cast-in-place construction. Precast sections shall not be used.
6. From Station 23+00.00 to Station 36+85.00 the dimension is 16'-6". From Station 36+85.00 to Station 36+90.00 the dimension transitions from 16'-6" to 14'-0". From Station 36+90.00 to Station 39+57.30 the dimension is 14'-0".
7. Precast sections may be used with approval from the Engineer. The Contractor shall submit sealed calculations and placement/location plan to the Engineer for review and approval prior to the start of production. Plans and calculations shall be sealed by an Engineer registered to the State of Arizona. Design shall be per AASHTO LRFD, current edition. Design live load shall be HL-93.

**DETAIL DB**

ADOT BOX CULVERT  
TUCSON ARROYO  
STA. 16+53 TO 39+57.30



SPECIAL DETAILS - DRAINAGE

SHEET 20 OF 58

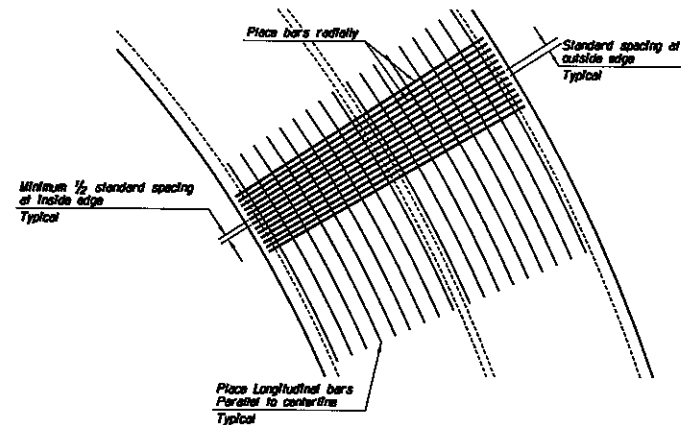
DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION  
- DOWNTOWN LINKS -  
6TH STREET UNDERPASS TO BROADWAY BOULEVARD

39  
OF  
573



DESIGNED BY	SJP	2017	REV. P.A. 2013 A.B.B. SCALE
CHECKED BY	ARL	2017	
ENCL. BY	JDT	2017	PLAN NO. I-2013-018

REV.	DATE	REVISION	BY	ENCL.	APP.
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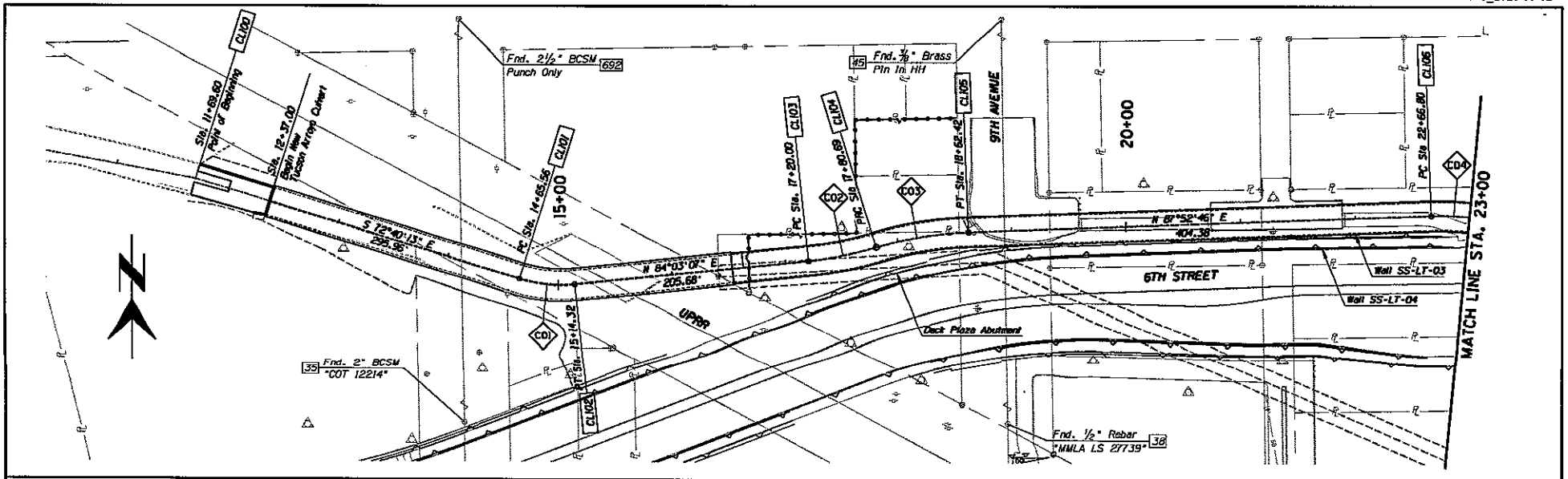


CULVERT REINFORCEMENT  
IN CURVE

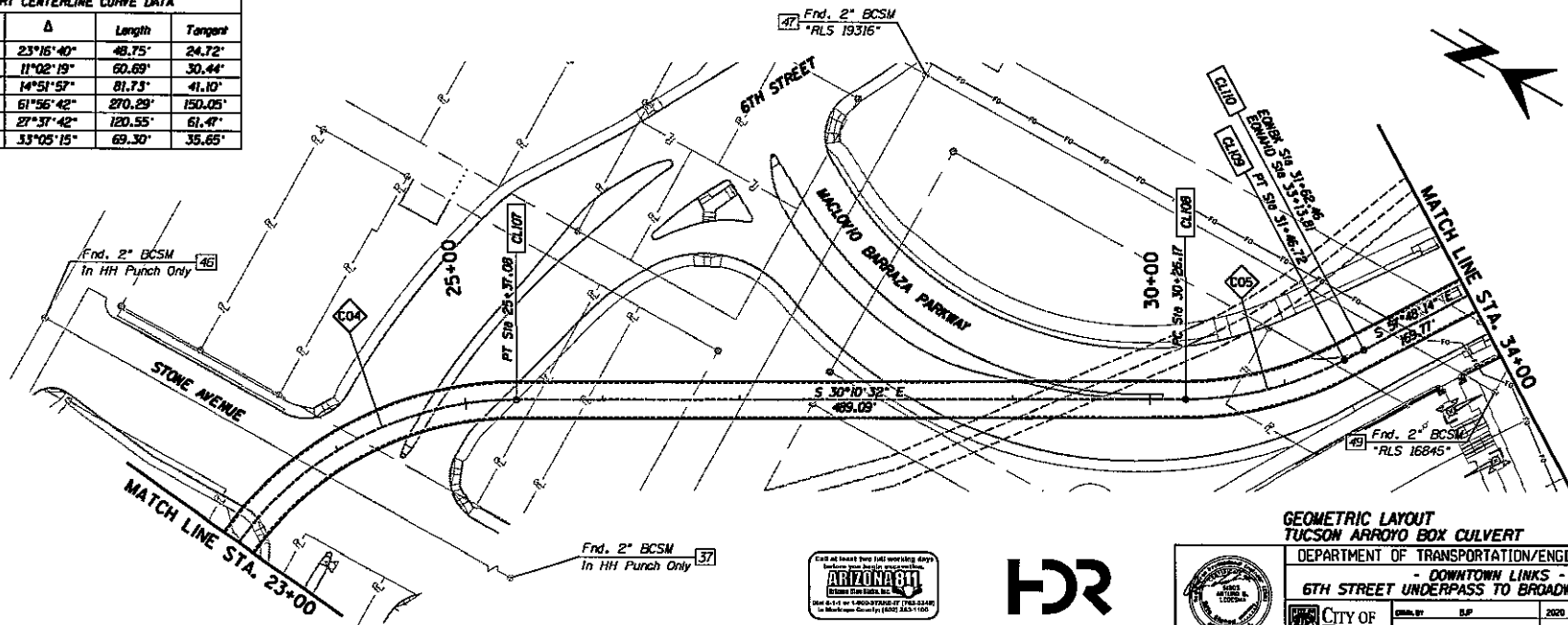
#### Notes

1. See Tucson Arroyo plan & profile sheets for more information.
2. Additional bars may be required to meet spacing requirements. Top bars shall be terminated near midspan of slab. Bottom bars shall be terminated near center wall.

**DETAIL DC**  
TUCSON ARROYO  
CULVERT REINFORCEMENT



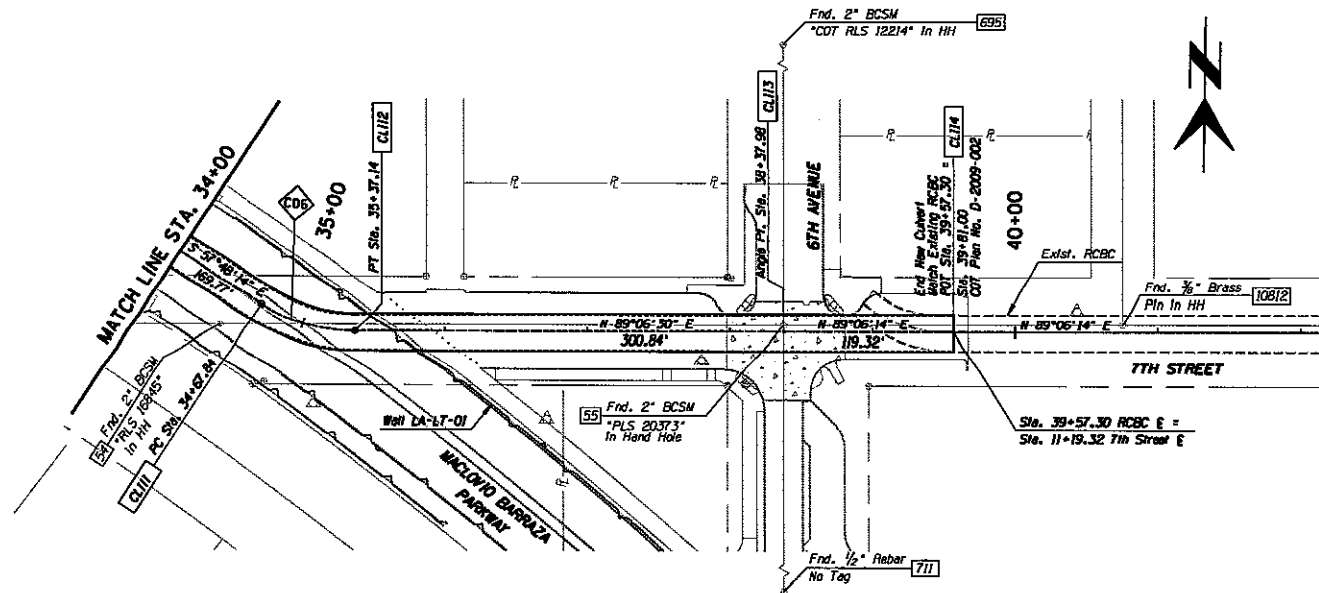
No.	Radius	Δ	Length	Tangent
CO1	120.00'	23°16'40"	48.75'	24.72'
CO2	315.00'	11°02'19"	60.69'	30.44'
CO3	315.00'	14°51'57"	81.73'	41.10'
CO4	250.00'	51°56'42"	270.29'	150.05'
CO5	250.00'	27°37'42"	120.55'	61.47'
CO6	120.00'	33°05'15"	69.30'	35.65'



GEOMETRIC LAYOUT  
TUCSON ARROYO BOX CULVERT SHEET 1 OF 2

DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION  
- DOWNTOWN LINKS -  
6TH STREET UNDERPASS TO BROADWAY BOULEVARD

CITY OF TUCSON	DESIGNED BY	2020	REV. F.B. 2020 A & B	SCALE: 1"=40' & 1"=80'
	CHECKED BY	2020		
	DATE	2020	PLAN NO.	I-2013-018



No.	Description	Northing	Easting
CL100	Beginning Pt. Sta. 11+69.60	448213.9560	991126.9722
CL101	PC Sta. 14+65.56	448125.7976	991409.4998
CL102	PT Sta. 15+14.32	448120.9965	991457.6795
CL103	PC Sta. 17+20.00	448142.3111	991662.2562
CL104	PRC Sta. 17+80.69	448154.3577	991721.6402
CL105	PT Sta. 18+62.42	448167.8845	991802.0107
CL106	PC Sta. 22+66.80	448182.8483	992206.1123
CL107	PT Sta. 25+37.08	448258.6827	992431.4855
CL108	PC Sta. 30+26.17	447635.8728	992577.3254
CL109	PT Sta. 31+46.72	447549.9784	992760.2441
CL110	EDWBK Sta. 31+62.46 EDWARD Sta. 33+13.81	447541.5919	992773.5637
CL111	PC Sta. 34+67.84	447459.5221	992903.9085
CL112	PT Sta. 35+37.14	447441.0842	992969.7139
CL113	Angle Pt. Sta. 38+37.98	447445.7656	993270.5199
CL114	POT Sta. 39+57.30	447447.6318	993389.8257

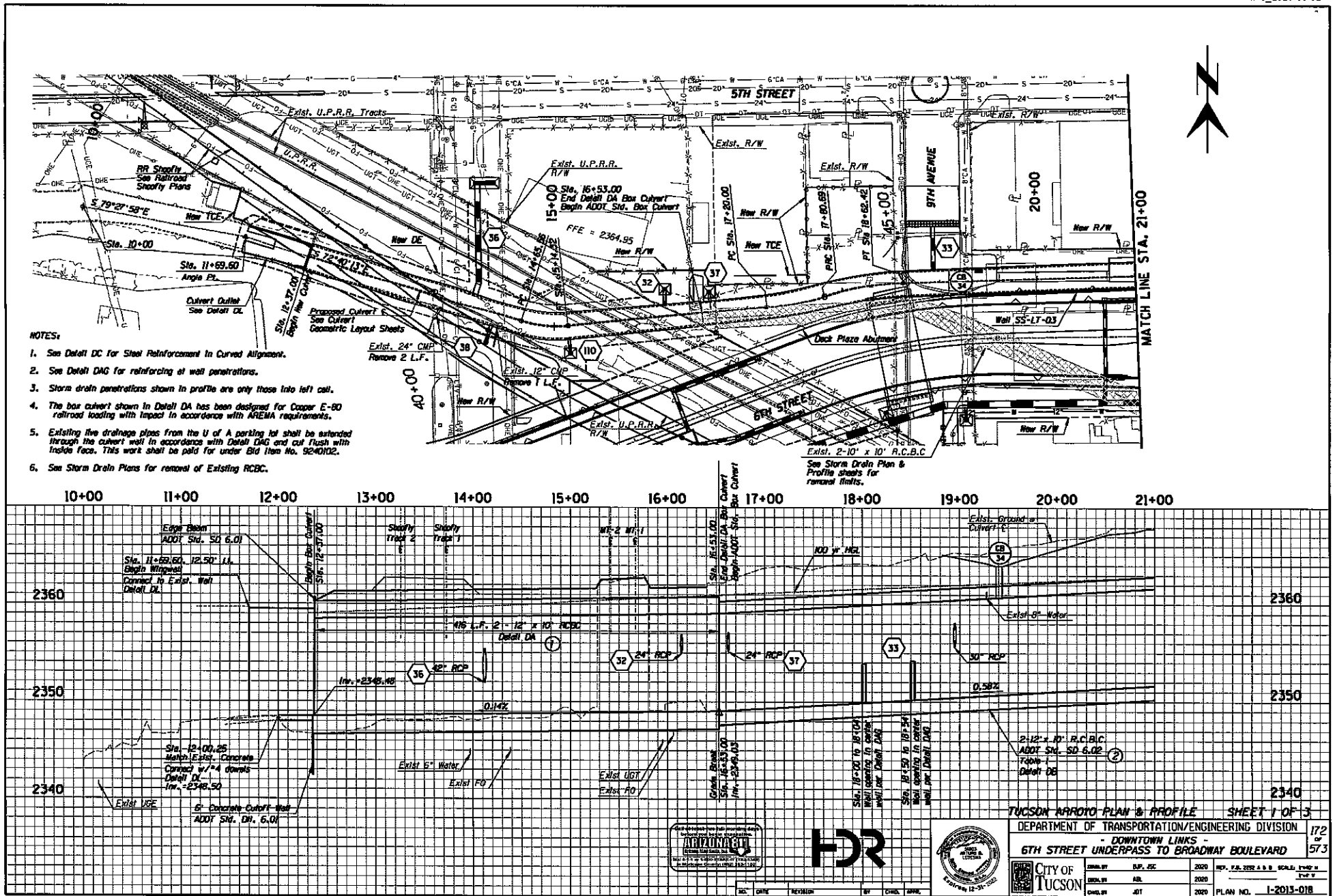
PT. NUMBER	NORTHING	EASTING	DESCRIPTION
35	447896.3679	991362.7316	Fnd. 2" BCSM "COT 12214"
37	447435.8418	992325.1324	Fnd. 2" BCSM In HH Punch Only
38	447428.5519	991844.8451	Fnd. 1/2" Rebar "MMLA LS 27739"
45	448378.8889	991830.2018	Fnd. 3/8" Brass Pin In HH
46	448386.3012	992310.3602	Fnd. 2" BCSM In HH Punch Only
47	447918.4505	992787.7602	Fnd. 2" BCSM "RLS 19316"
49	447443.3676	992795.1157	Fnd. 2" BCSM "RLS 16845"
54	447444.6260	992875.1232	Fnd. 2" BCSM "RLS 16845" In HH
55	447450.7650	993270.4417	Fnd. 2" BCSM "PLS 20373" In Hand Hole
692	448371.6230	991355.0660	Fnd. 2 1/2" BCSM Punch Only
695	447925.7800	993262.8210	Fnd. 2" BCSM "COT RLS 12214" In HH
711	446975.3740	993277.8800	Fnd. 1/2" Rebar No Tag
10812	447454.4660	993507.8580	Fnd. 3/8" Brass Pin In HH

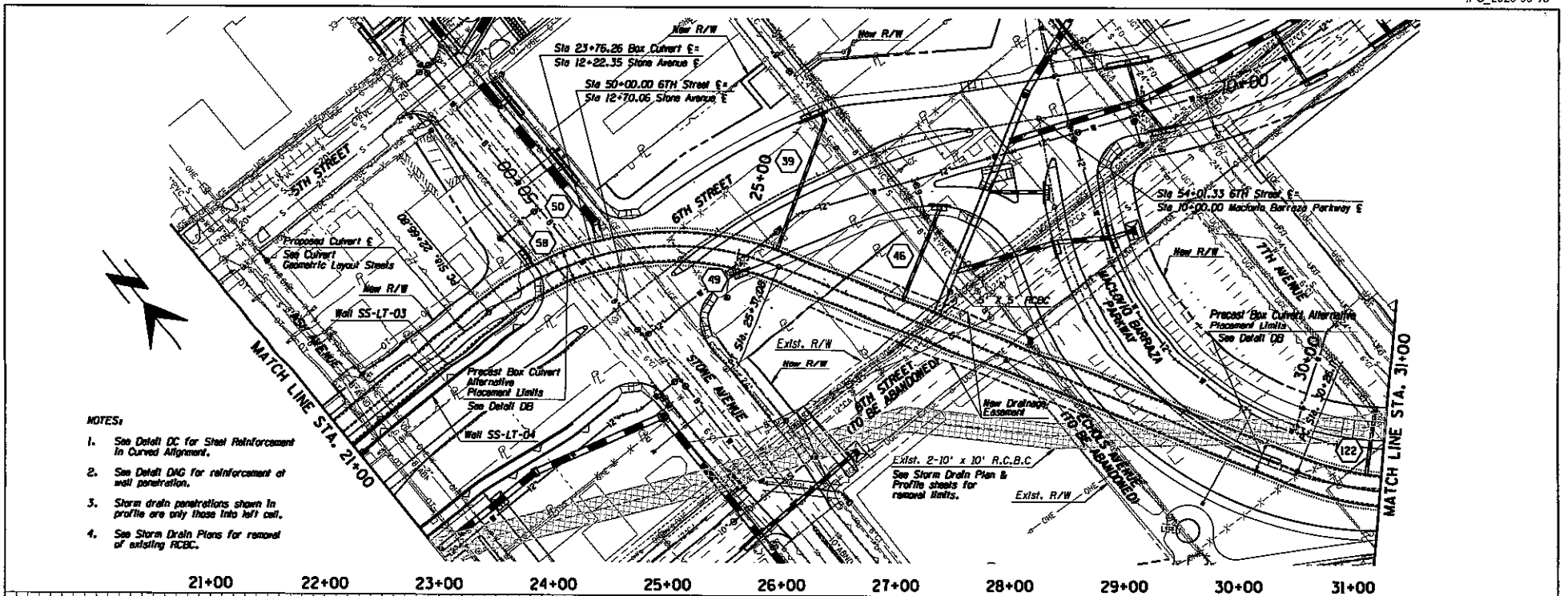
GEOMETRIC LAYOUT  
TUCSON ARROYO BOX CULVERT SHEET 2 OF 2

DEPARTMENT OF TRANSPORTATION/ENGINEERING DIVISION  
- DOWNTOWN LINKS -  
6TH STREET UNDERPASS TO BROADWAY BOULEVARD

CITY OF TUCSON  
DRAWN BY: B.P. 2020  
CHECKED BY: A.B. 2020  
DATE: 01/11/2020  
SCALE: 1"=40' H  
PLAN NO. I-2013-018







**NOTES:**

1. See Detail DC for Steel Reinforcement in Curved Alignment.
2. See Detail DAG for reinforcement of wall penetration.
3. Storm drain penetrations shown in profile are only those into left cut.
4. See Storm Drain Plans for removal of existing RCBC.

