

**CITY CLERK
ORIGINAL**

ADOT CAR No.: IGA /JPA 14-0004025-I
AG Contract No.: P001 2014 000835
Project: Water provided by Glendale
Section: SR303 LP, Thomas Road -
Camelback Road
Federal-aid No.: 303-A(221)A
ADOT Project No.: H8504 01C
TIP/STIP No.: DOT13-140
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

**C-9120
06/24/2014**

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date July 1, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR (the "City") The State and the City are collectively referred to as "Parties"

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.
3. The State will design and construct irrigation systems and landscaping to the existing roadway along the mainline of State Route (SR) 303L, between Thomas Road and Camelback Road (milepost 105.6-107.6) The purpose of this agreement is to define the responsibility of the Parties related to maintenance of the Project as depicted in the Landscape Maintenance Exhibit, attached hereto and made a part hereof The City agrees to provide water for the landscaping within the City's jurisdiction. The entirety of the work described in this recital is referred to as the 'Project'.
4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1 The State will.

a. Prepare to state standards design plans, specifications and other such documents and services ("Project Documents") required for the bidding and construction of the State's irrigation system and landscape Project. Submit same to the City for the City's concurrence.

b. Upon receipt of the City's concurrence of the Project Documents, advertise for bids and award one or more construction contracts for the Project. Administer the contract(s) and make all payments to the contractor(s). Be responsible for any contractor claims for additional compensation caused by or attributable to the State.

c. Use color coded irrigation pipe and boxes to indicate the City's intent for future reclaimed water.

d. Provide decomposed granite, plants and/or seeding as shown on the Project Documents.

e. Cause its contractor to be responsible for water use over and above the maximum amounts designated in the Special Provisions, during construction of the Project and warranty periods only.

f. Allow the City to switch over the water lines for reclaimed and/or remediated water as mentioned in paragraph II.2.c. and d.

g. Pay for ADOT service meters, through its contractor.

h. Upon completion of the State's construction and during the contractor's maintenance and warranty period, be responsible, through its contractor, for maintenance of the landscaping, landform graphics, and the irrigation and electrical systems.

i. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the Project Documents and has been satisfactorily completed.

j. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as the Landscape Establishment Phase, assume responsibility for maintenance of landscaping, landform graphics, and pay for irrigation system electric, including all testing, adjusting, repairing and operation of the irrigation system in the areas designated for the State to maintain on the attached Landscape Maintenance Exhibit.

k. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

2 The City will:

a. Review the design documents required for construction of the Project and provide comments to the State as appropriate. Be responsible for any contractor claims for additional compensation caused by or attributable to the City.

b. Furnish and install necessary water services from the water mains to the State's point of connection (POC) within the State's right-of-way, at the State's expense. The City will authorize and pay or waive any water development fees. (The State does not pay for line extensions).

c. Furnish all potable or reclaimed water at the design pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water, thereafter necessary to properly maintain the landscape, at City's expense.

d. Agree to bear all costs of switching over the water lines for reclaimed and/or remediated water in the future for the landscaping in the event the City elects to switch to reclaimed and/or remediated water, in the City's sole discretion. When the water lines switch over to reclaimed or remediated water, the water pressure range and volume will be consistent with the design parameters required for the landscaping. Reclaimed and/or remediated water shall be treated as required to ensure horticultural suitability as determined by the State.

e. Be responsible for all associated costs to incorporate the reclaimed and remediated water for the Project in the event the City elects to switch to reclaimed and/or remediated water, in the City's sole discretion. Be responsible for operational and maintenance costs of the reclaimed and remediated water system which includes but is not limited to; booster-pumps, filters, and other reclaimed/remediated features. Be responsible for reasonable repairs to any disturbance of existing landscaping including but not limited to vegetation, decomposed granite, rock mulch, landform graphics and existing irrigation.

f. Hereby grant to the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on, to and over City's rights-of-way.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. It is further understood and agreed that, in the event City cancels this Agreement, the State shall have no other obligation to continue with the Project.

2. The Parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the City for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the work under this Agreement includes indirect costs approved by the FHWA, as applicable.

5. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide

information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable

7. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000 or more (prior to 12/26/14) and (\$750,000 or more on or after 12/26/14) of Federal assistance (Federal funds, Federal grants, or Federal awards) are required to comply by having an independent audit. A copy (paper or electronic) of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
Singleaudit@azdot.gov

8 This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9 The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

10. 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. The Parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination"

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12 In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows.

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: City Manager's Office
5850 W Glendale Ave
Glendale, AZ 85301
Fax 623-847-1399

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

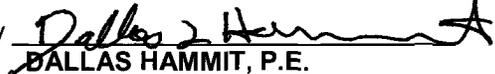
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By 
BRENDA S. FISCHER
City Manager

By 
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Operations

ATTEST:

By 
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

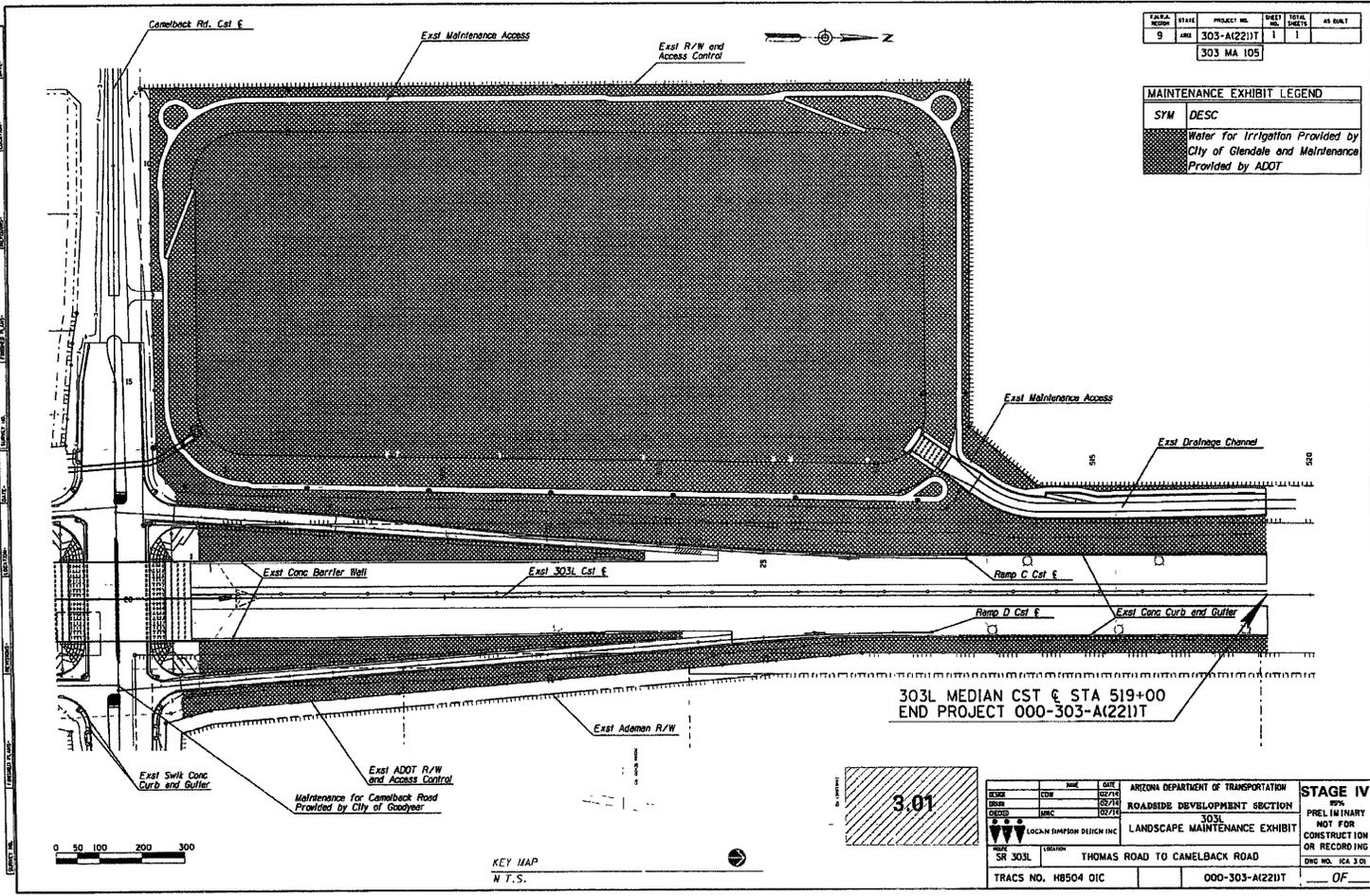
No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 25th day of June, 2014.


City Attorney

DATE	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ	303-A(22)IT	1	1	
303 MA 105					

MAINTENANCE EXHIBIT LEGEND	
SYM	DESC
[Pattern]	Water for Irrigation Provided by City of Glendale and Maintenance Provided by ADOT



DESIGN	DATE	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION	STAGE IV 90% PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING
DRAWN	DATE	DATE	ROADSIDE DEVELOPMENT SECTION	
CHECKED	DATE	DATE	303L	DWG NO. ICA 3 01
DESIGNED BY	DATE	DATE	LANDSCAPE MAINTENANCE EXHIBIT	
DATE	LOCATION	PROJECT	THOMAS ROAD TO CAMELBACK ROAD	OF
SR 303L			TRACS NO. H8504 OIC	000-303-A(22)IT