

ADOT CAR No.: IGA /JPA -14-0004187-I
AG Contract No.: P0012014001530
Project: Rio Salado Multiuse Path
Section: Station 51+00 continues to
Approx. Station 71+00
Federal-aid No.: 202-A(203)A
ADOT Project No.: H8474 01C
TIP/STIP No.: TMP-12-104C2
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
CITY OF MESA

THIS AGREEMENT is entered into this date _____ 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 MESA acting by and through its CITY MANAGER and CITY COUNCIL (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, advertise for bid, award and administer the construction of a multi-use path underpass as referenced in JPA 13-0003938-I. The State has agreed to install solar lights on the multi-use path underpass from the western edge of eastbound State Route (SR) 202L to southbound SR 101L ramp structures to the east end of the project (Sta. 51+00 to approx. Sta. 71+00) hereinafter referred to as the Project and as shown on the Maintenance Exhibit. The City will accept all maintenance responsibilities for the solar lighting and associated equipment for the Project at the City's expense.
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 and provide design documents, specifications, and other such technical information and services required for construction bidding and construction of the Project and provide such documents to the City for written comments.

b. Ensure the solar lighting and associated equipment warranty will transfer to the City at the time of final acceptance of the Project.

c. Award one or more construction contract(s) for the Project and administer contracts and make all payments to the contractor(s) for the Project.

d. Administer the Project to ensure that it is performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

e. Grant or confirm per established procedures of the State's Phoenix Maintenance District permit Office, that the City has a valid annual citywide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

f. Upon completion of the Project perform the final inspection, include the City as a participant in the final inspection of the lighting infrastructure, and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

g. Provide the City a copy of as-built construction plans (hard copy and electronic form) upon completion of the Project.

h. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Review the design documents required for the installation of the solar lights and provide written comments to the State as appropriate.

b. Be responsible for any increased costs arising from changes requested by the City. All changes requested by the City must be approved by the State in writing.

c. Grant to the State, its agents and/or contractors, without cost, the right to enter the City rights-of-way, as required, to conduct any and all pre-construction and construction related activities for the Project, including without limitation, temporary construction easements or temporary rights to entry on to and over City rights-of-way.

d. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City, within the State's rights-of-way. Agree any new construction or installations shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office reference herein.

e. Upon notification of Project completion, from the State, agree to accept, and be responsible for the ownership and all maintenance responsibilities for the solar lighting and associated equipment, to include routine and all necessary maintenance to keep solar panels clean and in good working condition, and replacing batteries as needed at the City's sole expense. All maintenance responsibilities of the pathway shall be the responsibility of the City of Tempe as reference in JPA 13-0003938.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. All maintenance obligations contained herein shall be perpetual by the City provided that the State has granted or approved a valid annual citywide Blanket Permit pursuant to paragraph II.1.d. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-day (30) written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement, the State shall in no way be obligated to maintain said Project.

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

3. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

4. 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.

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

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

7. 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".

8. Non-Availability of Funds: Every payment obligation of either the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment 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, the State shall be obligated or liable for any future payments as a result of termination under this paragraph.

9. 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.

10. 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 Mesa
Attn: Maria Angelica Deeb
P.O. Box 1466
Mesa, Arizona 85211
Maria.Deeb@mesaaz.gov
(480) 644-2845

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

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

13. 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 MESA

STATE OF ARIZONA

Department of Transportation

By _____
CHRISTOPHER J. BRADY
City Manager

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
DEE ANN MICKELSEN
City Clerk

June 24TH 2014-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF MESA

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 MESA, 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 _____ day of _____

City Attorney

This attachment is not what will be attached to the JPA - it's a different form that ADOT will generate later.



OFFICE OF ATTORNEY GENERAL THOMAS C. HORNE

CIVIL DIVISION / TRANSPORTATION SECTION

MEMORANDUM

TO: Lisa Yahraus
JPA Procurement Specialist
ADOT: Joint Project Administration
MD637E

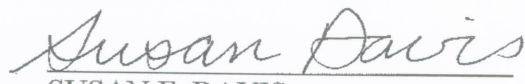
FROM: Susan E. Davis
Assistant Attorney General

DATE: 6/18/2014

RE: IGA/JPA between the State of Arizona and City of Mesa

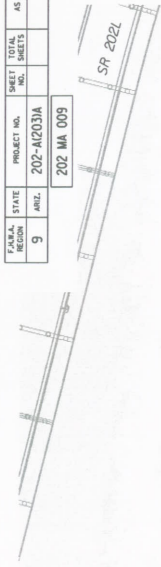
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TIP/STIP No.:	TMP-12-104C2
CFDA No.:	20.205-Highway Planning and Construction
Budget Source Item No.:	N/A

This Agreement appears to be in proper form and may be circulated for signatures.


SUSAN E. DAVIS
Assistant Attorney General

SED:rl: 3854542
Attachment

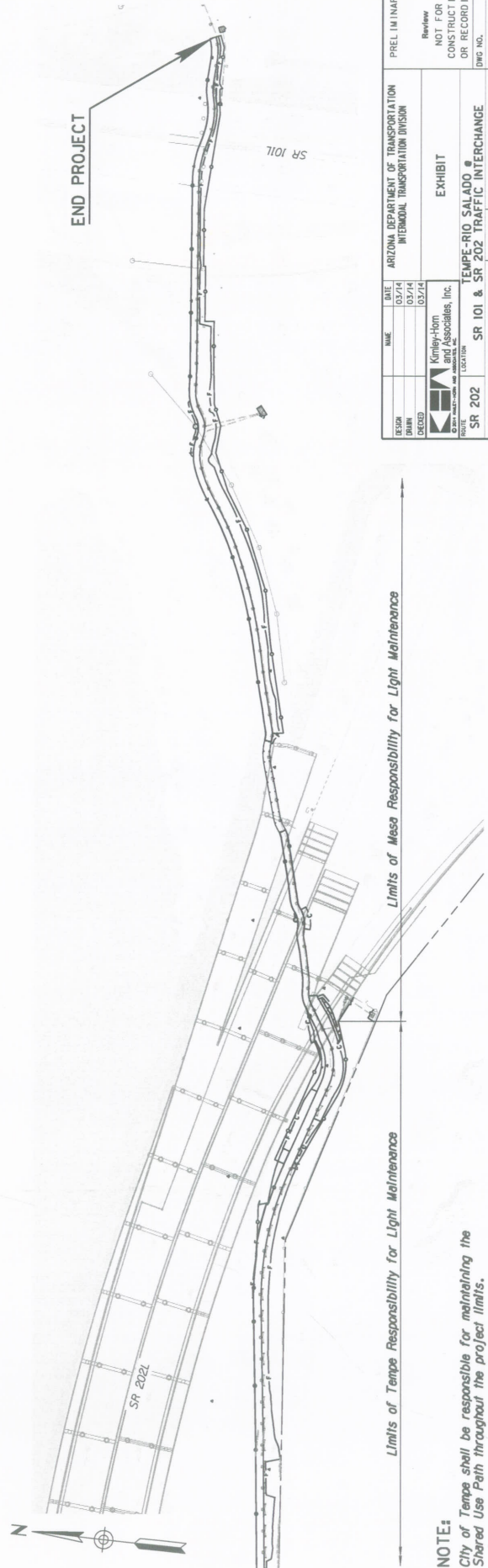
FED. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	202-A12031A	202 MA 009		



BEGIN PROJECT

Limits of Tempe Responsibility for Light Maintenance

END PROJECT



Limits of Mesa Responsibility for Light Maintenance

Limits of Tempe Responsibility for Light Maintenance

NOTE:
City of Tempe shall be responsible for maintaining the Shared Use Path throughout the project limits.

DESIGN	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION	PRELIMINARY
DRAWN	03/14	INTERLOCAL TRANSPORTATION DIVISION	
CHECKED	03/14		
APPROVED	03/14		
PROJECT NO.	202-A12031A	EXHIBIT	
LOCATION	SR 101 & SR 202 TRAFFIC INTERCHANGE		
ROUTE	SR 101 & SR 202		
TRACS NO.	H8474 OIC	202-A12031A	OF