

ADOT CAR No.: IGA 26-0011531-I
AG Contract No.: P0012026000120
Project Location/Name: SR 24: SR202L –
Ironwood Dr
Type of Work: Roadway Widening
Federal-aid No.: 024-A(201)T
ADOT Project No.: F0719 01C
TIP/STIP No.: CP1314
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104373

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF MESA, acting by and through its MAYOR and CITY COUNCIL (the “City” or the “Local Agency”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

I. RECITALS

1. The State is empowered by A.R.S. § 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 Local Agency is empowered by A.R.S. § 48-572 and Section 130 of the Mesa City Charter to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State will design, advertise, award and administer construction of widening of State Route 24 (SR24) from State Route Loop 202 (SR202L) to Ironwood Drive, (the “State’s Project”). At the request of the Local Agency, the State will administer the design and construction of a roadway and barrier wall along Crismon Road as shown on Exhibit A, (the “City’s Project”). The City’s Project cost is estimated at \$2,113,201.17, shown in Exhibit B. The Local Agency will be responsible for actual costs, operations, and maintenance of the City’s Project. The State’s Project and the City’s Project are collectively referred to as the “Project.”
4. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. Upon execution of this Agreement, invoice the Local Agency \$2,113,201.17 for the costs associated with the City's Project. After the Project has been completed, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of the City's Project.
 - c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the Local Agency as appropriate.
 - d. Utilize Local Agency standard equipment for the lighting within the City's Project. Not be responsible for any costs associated with Local Agency standard equipment or future upgrades and modifications to the equipment.
 - e. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
 - f. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - g. Coordinate with the Local Agency throughout the construction phase of the Project for the Local Agency's inspection, testing oversight, and acceptance of the water lines as well as inspection of all improvements that the Local Agency will own, operate and maintain, as shown in Exhibit A.
 - h. Notify the Local Agency of final inspection and acceptance of all the Project improvements.

- i. Within ADOT right of way limits, shown on Exhibit A, be responsible for maintenance and operations of the Mechanically Stabilized Earth (MSE) walls, bridge deck, sub and super-structure, approach slab, parapet barrier, and the structural and nonstructural maintenance of the metal pedestrian fencing on the bridge over SR24.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 15 days of receipt of invoice, pay to the State \$2,113,201.17 for the costs associated with the City's Project. After the Project has been completed, the State will either invoice or reimburse the City for the difference between estimated and actual costs of the City's Project.
 - c. Review the design documents required for construction of the City's Project and provide comments to the State within 15 business days of receipt of the design documents.
 - d. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bids and certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, have been removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
 - e. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use.
 - f. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.
 - g. Investigate and document utilities within city right of way within the City's Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
 - h. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase City's Project costs. Should the Local Agency request changes to the scope of work of the Project, be responsible for the cost of said Local Agency requested changes, such changes will require State and FHWA approval. Be responsible for any contractor

claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

- i. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- j. In coordination with the State, inspect and oversee the testing as required per State and local Standards, at its sole expense, of the water lines during construction and prior to completion and acceptance of the City's Project. Any delays caused by the construction of the water lines will be the Local Agency's responsibility. Be responsible for any and all future repairs, modifications, maintenance, damages to ADOT property resulting from a water line leak, or any other facilitation of use of these water lines.
- k. In coordination with the State and throughout the construction phase of the Project, inspect all City's Project improvements that the Local Agency will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, and damages to the City's Project.
- l. Within the City's maintenance area, as identified on Exhibit A, be responsible for sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, signing and striping, pavement markings, leveling and/or patching of asphalt concrete pavement with premix, seal coating of oxidized pavement, litter and trash removal, repair of the surface/base of damaged pavement presenting a safety hazard, and weed removal within designated areas (not covered in a separate landscape maintenance Agreement).
- m. Within the City's maintenance area, as identified on Exhibit A, be responsible for operations and maintenance, including electricity costs, for roadway lighting.

III. MISCELLANEOUS PROVISIONS

1. **Effective Date.** This Agreement shall become effective upon signing and dating of all Parties.
2. **Amendments.** Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. **Duration.** The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. For Project work being done within City right of way or City owned equipment, the Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. 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.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. 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 Local Agency 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.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. 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 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. 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.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Mesa - Transportation
Attn: Justin Stadt
300 E. 6th Street
Mesa, AZ 85201
480.644.5187
Justin.stadt@mesaaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Mesa - Engineering
Attn: Stephen Ganstrom
20 E. Main Street
Mesa, AZ 85201
480.644.5187
Stephen.ganstrom@mesaaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Mesa – Engineering Finance
Attn: Candace Robideau
20 E. Main Street
Mesa, AZ 85201
480-644-2825
EngFinance@MesaAZ.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
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Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF MESA

By _____ Date _____
SCOTT BUTLER
City Manager

ATTEST:

By _____ Date _____
City Clerk

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 A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City of Mesa under the laws of the State of Arizona.

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

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____

MATT MOUL, PE
Project Delivery and Operations
Division Director

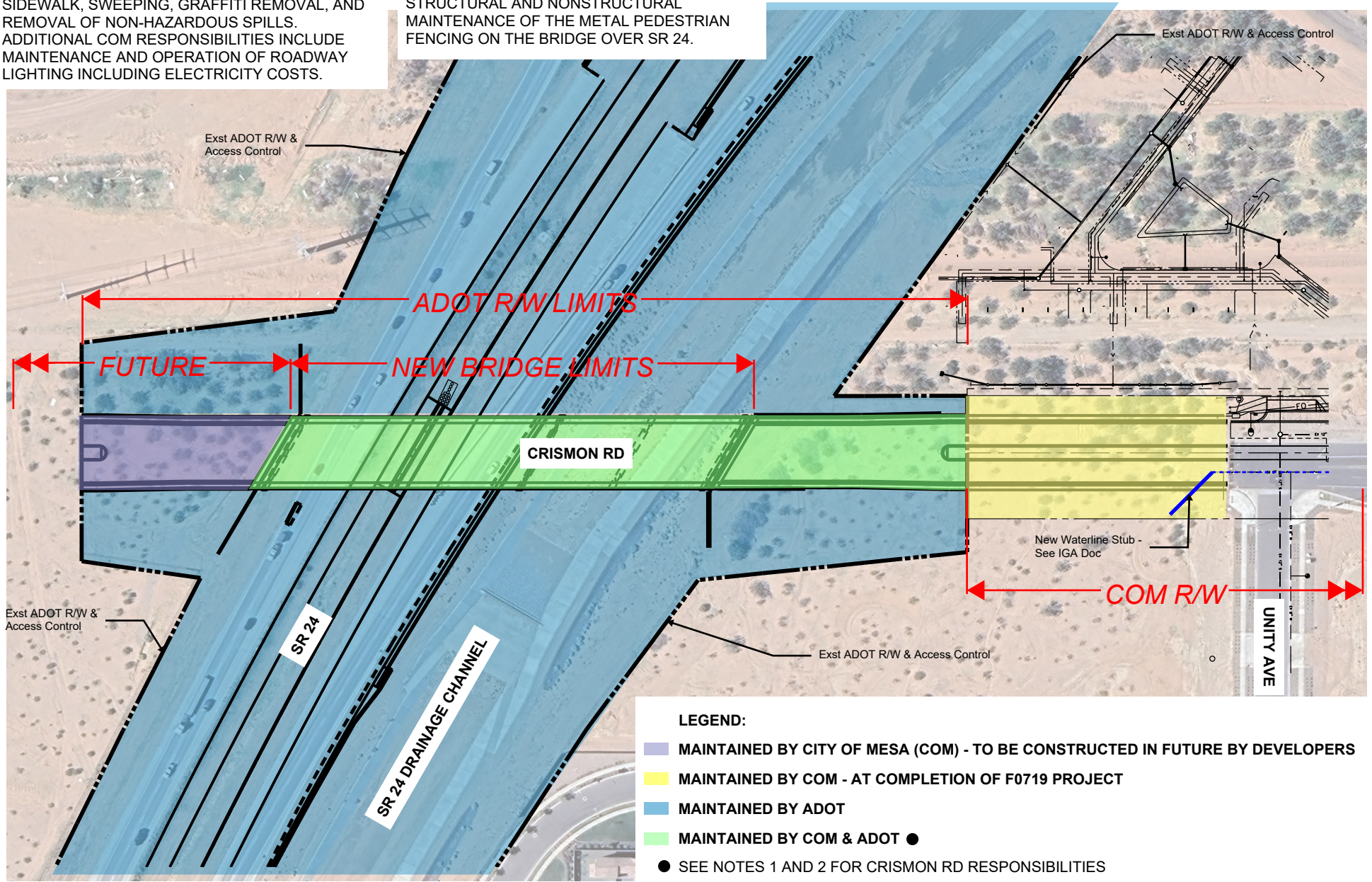
This Agreement between public agencies, the State of Arizona and the City of Mesa, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____

Assistant Attorney General

NOTE 1: COM RESPONSIBILITIES INCLUDE MAINTENANCE OF CRISMON RD WEEDS, TRASH, DEBRIS, MSE WALLS OUTSIDE ADOT R/W, ASPHALT PAVEMENT, CURB AND GUTTER, SIDEWALK, SWEEPING, GRAFFITI REMOVAL, AND REMOVAL OF NON-HAZARDOUS SPILLS. ADDITIONAL COM RESPONSIBILITIES INCLUDE MAINTENANCE AND OPERATION OF ROADWAY LIGHTING INCLUDING ELECTRICITY COSTS.

NOTE 2: ADOT MAINTENANCE RESPONSIBILITIES INCLUDE MSE WALLS WITHIN ADOT R/W, BRIDGE DECK AND APPROACH SLAB, PARAPET BARRIER, THE STRUCTURAL AND NONSTRUCTURAL MAINTENANCE OF THE METAL PEDESTRIAN FENCING ON THE BRIDGE OVER SR 24.



LEGEND:

- MAINTAINED BY CITY OF MESA (COM) - TO BE CONSTRUCTED IN FUTURE BY DEVELOPERS
- MAINTAINED BY COM - AT COMPLETION OF F0719 PROJECT
- MAINTAINED BY ADOT
- MAINTAINED BY COM & ADOT ●
- SEE NOTES 1 AND 2 FOR CRISMON RD RESPONSIBILITIES



DESIGN	CML	01/26
DRAWN	CML	01/26
CHECKED	GJM	01/26

ARIZONA DEPARTMENT OF TRANSPORTATION

EXHIBIT A
CITY OF MESA IGA
CRISMON RD

PROJECT NO.	FEDERAL ID NO.	TRACS NO.
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024 MA 000	024-A(201)T	F0719 01C
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LOCATION: SR 24 - SR 202L (SANTAN) TO IRONWOOD DRIVE

EXHIBIT B

Cost Estimate

F0719 01C

The Project costs are estimated as follows:

Construction:*

Local Agency @ 100% \$ 2,113,201.17

Estimated TOTAL Project Cost **\$ 2,113,201.17**

Total Estimated Local Agency Funds **\$ 2,113,201.17**

* (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)