Douglas A. Ducey
Governor

Andy Tobin
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES DIVISION
1400 West Washington • SUITE B200
PHOENIX, ARIZONA 85007
(602) 542-1796

JOINT PROJECT AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into this date _________________, between the STATE OF ARIZONA, acting by and through, its DEPARTMENT OF ADMINISTRATION (the "State" or "ADOA") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

1. RECITALS

1.1. The State is empowered by Arizona Revised Statutes § 41-703.7 and 41-703.8 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

1.2. The City is empowered by the City Charter, Article I, Section 1.03, to enter into this Agreement and has by Resolution 5548, 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.

1.3. The State has received State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan (ARP) Act funding ("the Funding") in the amount of $8,000,000 dedicated to the Loop 101 and 202 Freeway Waterline and Sewer Rehabilitation ("Project").

1.4. Pursuant to the Interagency Service Agreement between the Arizona Office of the Governor and ADOA dated November 29, 2021 and effective July 31, 2021, the ADOA has been tasked with providing funds from the ARP to provide support to the City of Chandler for the Loop 202/Price Road Water Main Project.

1.5. The City has experienced a number of hardships due to the COVID-19 pandemic. This funding will be used to restore the compromised Chandler Watermain Pipe near the Loop 202/Price Road Interchange. This watermain is critical infrastructure that improves the public health of the City. More specifically, the watermain provides clean drinking water to homes, businesses, and hospitals that individuals rely on for proper hydration, handwashing, and hygiene -- essential actions for mitigating the spread of COVID-19.

1.6. The City and State share a substantial purpose and interest in having both the transportation infrastructure and the waterline infrastructure function as they should and the State recognizes the value of ensuring the long-term viability of the water line and transportation infrastructure.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

2. SCOPE OF WORK

2.1. The City experienced a large water main break northeast of the intersection of Price Road and the Loop 202 Santan Freeway. A condition assessment of the water transmission lines under the Loop 101 and 202 Freeways revealed that the pipelines are in poor condition. Additional breaks are imminent and the water line is in need of immediate replacement. Failure to replace the water line would have a detrimental impact on the public health of the City's homes, businesses, and hospitals.

2.2. The State will:

2.2.1. Reimburse the City of Chandler based on the specific milestones identified below and upon receipt of valid documentation for reimbursement as the Project is executed. Any unused funding pursuant to this Agreement at the termination date shall be transferred back to the Governor's Office and the remaining balance of the award de-obligated.

2.2.2. Monitor City of Chandler compliance with all requirements of the Funding including all reporting requirements and documents.

2.3. The City will:

2.3.1. Design the Project which consists of replacing approximately 2,000 linear feet of the water line under the Loop 101 and 202 Freeways along with associated incidental work to ensure the integrity of the lines and avoid damage to the freeways.

2.3.2. Complete the following milestones per the executed contracts and submit for reimbursement:

2.3.2.1. Pre-construction / Design Complete Long Lead Equipment / Materials On-Site

2.3.2.2. Construction 30% Complete

2.3.2.3. Construction 60% Complete

2.3.2.4. Substantial Completion Issued

2.3.2.5. Final Completion Issued

2.3.3. Proceed with the construction of the Project with the design and construction services previously procured through a qualifications-based selection process in accordance with Chandler's ordinances and procedures and with Title 34 of the Arizona Revised Statutes. The Contractors retained through these processes will use strong labor standards, offer wages at or above the market rate and include local hire provisions, not only to promote effective and efficient delivery of a high-quality project, but also to support the economic recovery through strong employment opportunities for workers. The Contractor selected for the construction of this Project is a local Chandler firm that has a robust labor outreach program focused on utilizing local resources. The Contractor provides an employee benefits package that is competitive with current area prevailing wages and fringes. No project labor agreements, or community benefits agreements are being utilized for this project.

3. REPORTING REQUIREMENTS

3.1. City will submit to ADOA all necessary information for ADOA to submit quarterly programmatic and financial reports to the Governor's Office based on the following deadlines:

3.1.1.1. March 1, 2022

3.1.1.2. June 1, 2022

3.1.1.3. September 1, 2022

3.1.1.4. December 1, 2022

3.2. The U.S. Department of the Treasury Expenditure Category is 5.11 Drinking water: Transmission & Distribution. Based on that, ADOA's reports shall include the following metrics and/or data elements:

3.2.1.1. Projected/actual construction start date (month/year).

3.2.1.2. Projected/actual initiation of operations date (month/year).

3.2.1.3. National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund).

3.2.1.4. Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund).

3.3. The format for these reports will be developed by the Governor's Office with input and agreement from ADOA to ensure proper reporting of quantifiable impact metrics as required under Federal guidance.

4. MISCELLANEOUS PROVISIONS

4.1. This Agreement will become effective upon the full execution of the Agreement by both Parties.

4.2. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties

4.3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until the City completes the Project.

4.4. SAM.gov Requirements. All eligible recipients are also required to have an active registration with the System for Award Management (SAM) ttps://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

4.5. Recordkeeping Requirements. Recipients and subrecipients must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

4.6. Organizations must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

4.7. Single Audit Requirements. Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

4.8. Applicable Law. In accordance with A.R.S. § 41-2501, *et seq.*, and Arizona Administrative Code R2-7-101, *et seq.*, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code and Title 34 of the Arizona Revised Statutes.

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

4.10. Audit. In accordance with A.R.S. § 35-214, City shall retain and shall contractually require each contractor and subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the ADOA and the Arizona Office of the Governor at reasonable times. Upon request, City shall produce the original of any or all such records.

4.11. 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 that Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".

4.12. Non-Availability of Funds. In accordance with A.R.S. § 35-154, every payment obligation of the ADOA and/or the Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADOA at the end of the period for which funds are available. No liability shall accrue to the ADOA and/or the Arizona Office of the Governor in the event this provision is exercised, and the ADOA and/or the Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4.13. 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 Arizona Revised Statutes§ 12-1518.

4.14. The Parties shall ensure that all contractors comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

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

5. NOTICES

CITY OF CHANDLER
Director of Public Works & Utilities
P. O. Box 4008, MS 403
Chandler, Arizona 85244-4008

With a copy to the City Attorney:

City Attorney's Office
P. O. Box 4008, MS 602
Chandler, Arizona 85244-4008

STATE OF ARIZONA
Kimberly Fiumara
General Manager-Procurement and Real Estate
ADOA-General Services Division
1400 W. Washington St., Suite B200
Phoenix, AZ 85007
(602) 463-2433
kimberly.fiumara@azdoa.gov

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

CITY OF CHANDLER

BY:

NAME: Kevin Hartke

TITLE: Mayor

APPROVE AS TO FORM:

____

CITY ATTORNEY

ATTEST:

BY:
CITY CLERK

STATE OF ARIZONA

BY:

NAME:

TITLE: