

ADOT CAR No.: IGA 21-0008107-I
AG Contract No.: P0012021001631
Project Location/Name: SR202L; Val Vista
Dr – SR 101L Price
Type of Work: Design General Purpose
Lane
Federal-aid No.: RARF-202-C(208)T
ADOT Project No.: F0124 01D 01C
TIP/STIP No.: 8898
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

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 CHANDLER (the "City"). 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 City is empowered by A.R.S. § 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 and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State will design and construct one general purpose lane in each direction on the outside of SR 202L from Val Vista Drive to Gilbert Road and two general purpose lanes in each direction from Gilbert Road to SR101, (the "State's Project"). At the request of the City, the State will administer the design and construction of City requested additional aesthetic enhancements within the SR 202L corridor, and mill and overlay on City crossroads as requested by the City (the "City's Project"). The City's Project includes the improvements shown on Exhibit A and has an estimated construction cost of \$408,300.00. The City will be solely responsible for the construction cost, operation, and maintenance of the City requested City's Project. The State's Project and the City's Project are collectively referred to as the "Project". The City will assume responsibility of the City's Project as set forth in Section II.3. of this Agreement.

THEREFORE, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.
 - b. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.
 - c. The City's Project includes aesthetic enhancements that are beyond ADOT's baseline features as outlined in ADOT Aesthetic Guidelines July 2021 on the crossroads only and additional mill and overlay work requested by City in existing City rights of way. The City will be responsible for any associated installation and maintenance costs of those enhancements.
 - d. The City's Project does not include any aesthetic enhancements on the mainline, which will continue to be maintained by ADOT.
 - e. Any future SR 202L expansion resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the City.
 - f. The State will retain access control as depicted in Exhibits B and C, attached and made part of this Agreement.
 - g. The Parties will comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per Arizona Revised Statutes § 28-641, when performing any work under this Agreement. Traffic Control plans will be reviewed and/or approved by and through the State's Central District Permits Office.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available, be the City's designated agent for the Project.
 - b. Prior to advertising the State's Project, obtain the City's written concurrence to continue with the development of design. Once obtaining the City's concurrence, and no sooner than July 1, 2023, invoice the City for the City's Project construction costs, estimated at \$408,300.00. After the City's Project costs are finalized, invoice or reimburse the City for

the difference between actual costs and the amount the City has already paid toward 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 City as appropriate.
- d. Utilize City standard equipment for the signal and pedestrian push button poles at City intersections (Price Road, Dobson Road, Alma School Road, Arizona Avenue, McQueen Road, Cooper Road, and Gilbert Road). Not be responsible for any costs associated with or the maintenance of City standard equipment or future upgrades and modifications to the equipment.
- e. After receipt of the City's estimated share of the City's Project construction costs, 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 for the Project, separate permits for related activities, and a "blanket" permit every five years for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit and will be expanded to include roadway mill and overlay/ inlay work and ADA improvements to curb ramps and sidewalks. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
- g. As a part of the Project, restripe all longitudinal lines with paint and restripe transverse lines and special markings to ADOT standard in the areas that the City will own, operate and maintain, as shown in Exhibits B and C. State will maintain transverse lines and symbols/special markings after construction.
- h. As a part of the Project, reconstruct streets, sidewalks, curb ramps, curb, gutter, and median pavers and replace signs as requested by City in the areas that the City will own, operate and maintain, as shown in Exhibits B and C. Median pavers will be replaced with a material to be determined by the City.
- i. Be responsible for Project costs other than the City Project for aesthetic painting and additional mill and overlay work requested by City in existing City rights of way, estimated at \$408,300.00.
- j. Coordinate with the City throughout the construction phase of the Project for the City's inspection, testing oversight and acceptance of Project improvements that the City will own, operate and maintain, as shown in Exhibits A, B and C.
- k. After the City's final acceptance of the Project, with approval by Resolution of the State's Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of those certain rights of way to the City, while preserving access control, as depicted in Exhibit B. Prior to transfer in ownership to the City, the State will provide the City with legal descriptions of all properties to be abandoned to City. Enter into an amendment as appropriate of the Master Roadway Maintenance

Intergovernmental Agreement dated October 1, 2012, ADOT File No. 08-111, between the State and the City, to ensure that changes in ownership and responsibilities are properly reflected in the master agreement.

- l. After the City's final acceptance of the Project, with approval by Resolution of the State's Transportation Board, transfer responsibilities for those certain maintenance activities as described herein, within State right of ways as depicted in Exhibit C. Enter into an amendment as appropriate of the Master Roadway Maintenance Intergovernmental Agreement dated October 1, 2012, ADOT File No. 08-111, between the State and the City, to ensure that changes in ownership and responsibilities are properly reflected in the master agreement.
 - m. After the City's final acceptance of the Project, notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the City Project improvements.
 - n. Not be obligated to maintain those items identified as the City's responsibility, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
 - o. Continue to maintain ADOT large overhead signage and supporting structures within Chandler right of ways, shown on Exhibit C. Submit an encroachment permit application with all required documentation to the City for said signage maintenance.
3. The City will:
- a. Designate the State as the City authorized agent for the City Project.
 - b. Within 30 days of receipt of an invoice from the State, contribute \$408,300.00 to the construction of 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 design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including design plans and documents; provide design review comments to the State as appropriate.
 - d. Be responsible for all City's Project costs incurred in performing and accomplishing the work as set forth under this Agreement that are not covered by City funds. It is understood and agreed that the City is responsible for City's Project costs that are deemed ineligible and/or exceed the maximum federal funds available; payment for these costs shall be made within 60 days of receipt of an invoice from the State.
 - e. Throughout the Project, until Project completion, not permit or allow any encroachments on or private use of the City rights of way, except those authorized by permit or required for emergency repairs. Coordinate all authorized permits with ADOT prior to construction. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

- f. Throughout the Project, until Project completion, 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. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase City Project costs. Should the City request changes to the scope of work of the City's Project, be responsible for the cost of said City 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 City. Payment for these costs will be made to the State within 60 days of receipt of an invoice from the State.
- h. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the Project, separate encroachment permit applications for related activities as needed, and an encroachment permit application for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then every five years for the maintenance and emergency work, to keep that "blanket" permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of ways. Emergency work and minor maintenance, including roadway mill and overlay/ inlay and ADA improvements to sidewalks and curb ramps, will not require a separate permit. Any new construction or installation shall require a separate permit as per the State's Central District's established procedures, which may be obtained through the State's Central District Permit Office referenced herein. Request renewal 30 business days prior to the end of the term and provide insurance coverage documentation.
- i. Maintain all specialized material/features that do not meet State Standards requested by the City and installed within the State right of way. Reimburse the State with the cost of replacement or conversion of all specialized material/features that do not meet State standards, if the City no longer wishes to maintain the specialized materials/features. This only applies to City requested specialized material/features.
- j. In coordination with the State and throughout the construction phase of the Project, inspect all Project improvements that the City will own, operate and/ or maintain.
- k. If requested by the City prior to the start of construction, have access to four strands of fiber for the purpose of communications; not lease said fiber to any other agency, private company or jurisdiction during the life of this Agreement.
- l. Be responsible for the maintenance of City ITS systems and electrical power for the traffic signals at intersections listed on Exhibit D, attached and made part of this agreement, maintenance includes but is not limited to, replacement and/or repair of all damaged traffic signal equipment, including knockdowns, and maintenance of the traffic signal equipment.
- m. Share signal timing with ADOT upon request. Timing of the signals shall allow ramps to remain clear of exiting traffic to an extent possible without overly compromising traffic flow on City arterial streets.

- n. Be responsible for the maintenance and electrical power for the roadway lighting along City roads, as shown on Exhibit C.
- o. Be responsible for any costs associated with or for the maintenance of City standard equipment for the signal and pedestrian push button poles at City intersections (Price Road, Dobson Road, Alma School Road, Arizona Avenue, McQueen Road, Cooper Road, and Gilbert Road), including any future upgrades and modifications to the equipment.
- p. Waive the requirements of A.R.S. § 28-7209 (A)(2).
- q. After final acceptance of the Project by City and State and approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit B. Enter into an amendment as appropriate of the Master Roadway Maintenance Intergovernmental Agreement dated October 1, 2012, ADOT File No. 08-111, between the State and the City, to ensure that changes in ownership and responsibilities are properly reflected in the master agreement.
- r. After City's final inspection and acceptance of the Project is complete, assume maintenance responsibility of the Project limits including crossroads, detailed in Exhibit C. Perform any non-structural repairs, routine/minor maintenance and limited rehabilitation to City standard at its sole expense. The areas and features of maintenance include, but are not limited to: pathways, sidewalks, driveways, pedestrian access ramps, street surfaces, shoulders, median dividers of crossroads, pavers, screen and sound walls, continue to maintain all decorative paint colors added to all walls, including the four garden walls and the four stone obelisks located at Arizona Ave, along with the landscape on the front side of the garden walls and surface drainage features feeding into the State's drainage system including catch basins. Maintenance activities include but are not limited to: sweeping, removal of spills and debris, graffiti removal, longitudinal pavement markings, litter and trash removal, cracking and/or buckling of sidewalk up to 50 cumulative linear feet in length per year, and landscape. The repairs or maintenance performed by the City shall not compromise the safety and structural stability of the State facilities.
- s. Be responsible for the limited rehabilitation of damaged sidewalk up to 50 cumulative linear feet in length per year. Concrete pavement in the roadway, curb and gutter are excluded from the City's area of responsibility as shown on Exhibits. Also excluded are sidewalks and curb ramps on the overpass bridges, inclusive of all sidewalk and curb ramps between the off-ramps and on-ramps.
- t. Routine/minor maintenance responsibilities include Homeless Encampment cleanup within State right of way at intersection locations within Project limits as shown on Exhibit C. As part of the routine/minor maintenance responsibilities, the City shall be responsible for cleanup of any material that will generally fit into four 50-gallon bags. The State will be responsible for any material at these locations that are deemed to be Hazardous Materials or oversized materials that would not fit into four 50-gallon bags.
- u. Be responsible for maintaining the signs on signalized and unsignalized (non-interchange) freeway crossings, according to the Maintenance and Operations

procedures of the City. Maintain all signs within the City's right of ways with the exception of overhead signing or signs over 16 square feet.

- v. Be responsible for maintaining all longitudinal lines (such as lane lines, edge lines, etc.) and median noses of all Crossroads using paint, thermoplastic, tape or other materials. The City's pavement marking responsibilities shall be done according to City standards.
- w. Be responsible for the maintenance of all internally illuminated street name signs.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of all Parties.
2. This Agreement shall remain in full force and effect for successive periods of five years from the effective date and may be amended upon mutual written consent of both Parties, provided however, that this Agreement may be cancelled at any time, with 90 days written notice. If the City initiates a cancellation of this Agreement they then agree to provide the State with the cost of replacement or conversion of all Specialized Materials/Features and/or equipment that does not meet State Standards.
3. For Project work being done within City right of way, the City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, 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 City, 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 City'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 City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
4. 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 City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
5. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
6. This Agreement shall be governed by and construed in accordance with Arizona laws.
7. This Agreement may be cancelled by the State in accordance with A.R.S. § 38-511.
8. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.

9. 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 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
10. 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.
11. 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 if required by A.R.S. § 12- 1518.
12. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
13. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01 and A.R.S. § 35-394.
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 electronically, in person, or sent by mail, addressed as follows:

For Agreement and Amendments

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

City of Chandler
 Attn: Jason Crampton
 P.O. Box 4008
 Mail Stop 412
 Chandler, AZ 85244
 480.782.3402

For Maintenance Related Issues:

Arizona Department of Transportation
 Central District
 2140 W. Hilton, MD PM00
 Phoenix, AZ 85009
 602.712.6664

City of Chandler
 Attn: Kevin Lair
 P.O. Box 4008
 Mail Stop 403
 Chandler, AZ 85244
 480.782.3452

For Traffic Signals and Lighting Maintenance
 and Operation Issues:

Arizona Department of Transportation
 TSMO

City of Chandler
 Attn: Alisa Doll

2302 W. Durango St.
Phoenix, AZ 85009
602.712.2317

P.O. Box 4008
Mail Stop 402
Chandler, AZ 85244
480.782.3481

For Signal Timing Issues:

City of Chandler
Attn: Alisa Doll
P.O. Box 4008
Mail Stop 402
Chandler, AZ 85244
480.782.3481

For Notification of all Blanket and Non-Blanket Permits:

Central District Permits Office
2140 W. Hilton, MD PM01
Phoenix, AZ 85009
602.712.7522
PhoenixPermits@azdot.gov

For Regional Traffic Engineer:

Arizona Department of Transportation
Traffic Operations Center
1615 W. Jackson St. MD 065R
Phoenix, Arizona 85007
RTE_TCP@azdot.gov

For District Administrator:

Arizona Department of Transportation
Central District
2140 W. Hilton, MD PM00
Phoenix, AZ 85009
602.712.6664

For Emergency Notification:

Arizona Department of Transportation
Traffic Operations Center
2302 W. Durango, Mail Drop PM02
Phoenix, Arizona 85009-6452
602.257.1563 or 1.800.379.3701

16. Any revisions to the names and addresses above may be updated administratively by either Party, by contacting each other in writing.

17. In accordance with A.R.S. § 11-952(D), attached hereto and made a part hereof, is the written determination of each Party's legal counsel 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 to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF CHANDLER

By _____ Date _____
KEVIN HARTKE
Mayor

ATTEST:

By _____ Date _____
DANA DELONG
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 CHANDLER, 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 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 _____

STEVE BOSCHEN, PE

Infrastructure Delivery and Operations Division Director

By _____ Date _____

BRENT A. CAIN, PE

Transportation Systems Management and Operations Division Director

A.G. Contract No. P0012021001631 (ADOT IGA 21-0008107-I), an Agreement between public agencies, the State of Arizona and the City of Chandler, 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