

**COST PARTICIPATION
AGREEMENT BETWEEN THE
CITY OF GLENDALE AND THE ROOSEVELT IRRIGATION
DISTRICT ASSOCIATED WITH THE
RID CC2 Canal - Glendale Ave. Improvements at 99th Ave.**

THIS COST PARTICIPATION AGREEMENT FOR ENGINEERING DESIGN, PLAN REVIEW AND CONSTRUCTION OBSERVATION SERVICES associated with the proposed RID CC2 CANAL – GLENDALE AVE. IMPROVEMENTS AT 99TH AVE. is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the “DISTRICT”) and THE CITY OF GLENDALE, an Arizona municipal corporation (hereinafter the “CITY”).

RECITALS:

- A. The CITY has recently contacted the DISTRICT regarding a proposal to construct roadway and utility improvements including and adjacent to Glendale Avenue at 99th Avenue in the City of Glendale, Maricopa County, Arizona in association with the City of Glendale - Glendale Avenue Improvements project (the “Project”).
- B. The DISTRICT owns, operates and maintains the RID CC2 Canal for the conveyance and collection of irrigation water to lands located generally west of the Agua Fria River. The CITY’s proposed improvements at Glendale Avenue and 99th Avenue cross or are adjacent to a portion of these DISTRICT facilities.
- C. To accommodate the Project, the relocation of certain DISTRICT facilities along the RID CC2 Canal is required. The DISTRICT, and/or the DISTRICT’s authorized agents, will provide technical coordination, engineering design, construction plan preparation, and other necessary services associated with the design and construction of the DISTRICT relocated facilities required for the proposed Project (the “Relocated Facilities”).
- D. The CITY and the DISTRICT desire to enter into this agreement pursuant to which the DISTRICT shall provide various services associated with the design and construction of the Relocated Facilities and the CITY shall reimburse the DISTRICT for such services. Specifically, DISTRICT and/or its authorized agents shall provide the following services in connection with the Relocated Facilities: (i) land rights and right-of-way research, appraisals and access negotiations as needed; design and prepare specifications and construction plans for the Relocated Facilities review; and coordinate and obtain approvals of other utilities affected by the Relocated Facilities (collectively “Design Services”). The CITY shall reimburse the DISTRICT’s reasonable costs associated with the SERVICES, including additional costs pursuant to Section 6 below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are incorporated herein by this reference.

Cost Participation Agreement
City of Glendale and the Roosevelt Irrigation District associated with the
RID CC2 Canal – Glendale Ave. Improvements at 99th Ave.

2. All construction projects involving DISTRICT facilities are subject to the written approval of the DISTRICT Board of Directors and such approval may be granted or denied solely within the discretion of the Board and this Agreement shall not take effect until approved by the DISTRICT Board of Directors.
3. The CITY can provide the DISTRICT with a written Letter of Authorization for commencement of RID Design Services, Technical Coordination and Administration Services while awaiting DISTRICT Board of Directors approval on this Agreement so as not to incur a delay in RID and CITY Construction activities. This written notification would not allow the commencement of Construction Services until following DISTRICT Board of Directors Agreement approval.
4. Should the Board approve the Project, the DISTRICT shall provide the Services set forth in Recital D above and the CITY shall reimburse the DISTRICT for reasonable costs incurred by the DISTRICT in providing such Services, including legal or administrative fees associated with the Services. Estimated DISTRICT costs for the Services are hereby established at four thousand eight hundred seventy-nine dollars (\$4,879.00).
5. The CITY hereby understands, acknowledges, and agrees that the total funding amount identified in this Agreement is an estimate based on the DISTRICT's current understanding of the scope of the Project, and that actual costs incurred by the DISTRICT in association with the Project may be greater or lesser than noted.
6. All Services completed by the DISTRICT in association with the Project shall be completed on a time and materials basis. The DISTRICT will not invoice the CITY for funds in excess of those identified in the Fee Proposal and Contractors Estimated Construction Costs, attached hereto and referenced herein, without prior written consent of the CITY. In the event the DISTRICT determines that funds in addition to those set forth in the Fee Proposal are reasonably necessary to complete the Project, the DISTRICT may, at its sole discretion, cease work on the Project immediately upon providing written notice to the CITY of the need for additional funds.
7. The DISTRICT shall provide monthly invoices to the CITY for payment of incurred DISTRICT costs. The CITY will use reasonable efforts to remit payment of such invoices within thirty (30) days of receipt and, in no event, later than sixty (60) days after receipt.
8. If the CITY should rescind or cancel the request to complete the Project, the CITY will be responsible for all costs incurred by the DISTRICT in association with the Project.
9. The DISTRICT reserves the right to design and construct any modifications and/or relocation of its facilities necessitated by the Project. The CITY shall bear all responsibility for reviewing construction plans and specifications prepared by RID to ensure that they are compatible with the Project.

Cost Participation Agreement
City of Glendale and the Roosevelt Irrigation District associated with the
RID CC2 Canal – Glendale Ave. Improvements at 99th Ave.

10. The DISTRICT shall make every reasonable attempt to accommodate the CITY's schedule. However, the DISTRICT may require that the construction of proposed facilities be completed during scheduled dry-ups of the DISTRICT's system. In any event, no liability shall accrue to the DISTRICT for delays associated with its actions and/or necessitated by the DISTRICT's obligations to provide water to its customers.
11. The CITY, or their authorized agent, must obtain a DISTRICT Right-of-Way Crossing Permit prior to the crossing of existing DISTRICT facilities.
12. By their signature below, the respective signors warrant that they have the authority to bind the identified entities to this Agreement. Additionally, the Parties expressly warrant that they have complied with all procedures and any applicable laws or regulations regarding the notice and the holding of public hearings as prerequisites to approval of this Agreement and that there is no legal or other impediments preventing the Parties from performing its obligations herein.
13. This Agreement may be signed in any number of counterparts, and once so executed by all Parties each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one complete and binding agreement.

The CITY desires that the DISTRICT proceeds to implement the request and hereby indicates its agreement to the preceding terms as evidenced by the execution of this AGREEMENT below.

City of Glendale, an Arizona municipal corporation

By: _____ Date: _____

Printed Name and Title: _____

Roosevelt Irrigation District, Donovan L. Neese, Superintendent

By:  _____ Date: 3/23/21

ROOSEVELT IRRIGATION DISTRICT

103 West Baseline Road ♦ Buckeye, AZ 85326 ♦ Phone (623) 386-2046 ♦ Fax (623) 386-4360

Board of Directors

W. Bruce Heiden, President
K.C. Gingg
Brandon Leister
Jason Rovey
John Vanderwey

Superintendent

Donovan L. Neese

23 March 2021

City of Glendale
5850 West Glendale Ave, Suite 315
Glendale, AZ 85301

Attention: Dan Gerhard

Reference: RID CC2 – Glendale Ave. Improvements at 99th Ave. (181301012)

The Roosevelt Irrigation District (RID) is herein providing a scope of work and funding authorization requirement for coordination for easement quit claim and creation related to RID irrigation and/or drainage facilities in association with the above referenced project.

Estimated fees for easement coordination and expenses for the RID relocation project are detailed in the enclosed Fee Proposal.

A summary of the funding authorization to be provided to RID for this project is as follows:

Engineering Fees & Expenses Estimate	\$2,379.00
RID Administration	\$0.00
RID Legal Fees Estimate	\$2,500.00
TOTAL AUTHORIZATION REQUIRED	\$4,879.00

The attached Cost Participation Agreement (CPA) must be signed and returned to the RID office along with authorization to the Roosevelt Irrigation District in the amount noted above. The commencement of engineering work will be scheduled once the signed CPA has been returned to RID along with the requested authorization. The project will be billed for engineering work on a time and materials basis.

This funding request is valid for 60 days from the date on the letter. RID reserves the right to update the package should funding not be received in full within this time frame.

Please contact April Victorino at Stantec Consulting Services Inc. (480-687-6270) or me if you have any questions or need any additional information.

23 March 2021
Attention: Dan Gerhard
Page 2 of 2

Reference: RID CC2 – Glendale Ave. Improvements at 99th Ave. (181301012)

Sincerely,

ROOSEVELT IRRIGATION DISTRICT

A handwritten signature in black ink, appearing to read "Donovan L. Neese", is written over a horizontal line.

Donovan L. Neese
Superintendent

Attachments: Stantec Fee Proposal, RID Cost Participation Agreement

c. Files, April Victorino (Stantec)

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Roosevelt Irrigation District
 RID CC2 Canal - Glendale/89th Ave. (181301012)

CHANGE ORDER #2 - EASEMENT

3/23/2021



TASK NO.	TASK DESCRIPTION	2021										Sub-Total Labor Hours	Sub-Total Cost	Vehicle/Travel	Printing / Printing	Total Cost					
		Senior Associate Level 14	Project Manager - Level 14/PM	Senior Designer Level 11	Designer/IT Level 9	Drafter Level 8	Project Management Assistant Level 7	Construction Observer Level 6	Construction Observer Level 5	Construction Observer Level 4	Construction Observer Level 3										
No. 1	Easement Modifications • Review Exhibits to Quit Claim Establishing Easement Rights in the Intersection • Coordination Between RID Legal and City to Quit Claim and then Re-establish RID Easements at Intersection • Review Exhibits to Establish a New Easement for RID Facilities	0	3	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,225	\$1,225	
No. 2	Project Management • Scope Change Order #2 • Set up Change Order #2 Funding • Project Management and Correspondence	0	2	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	\$1,154	\$1,154
	TOTAL LABOR HOURS	0	5	4	0	0	0	0	0	0	3	0	0	0	0	0	0	0	16		
	TOTAL ENGINEERING ESTIMATE	50	\$955	\$652	\$0	\$0	\$0	\$0	\$0	\$0	\$390	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,379	\$2,379	

RID FEES DESCRIPTION		Units	Cost/Unit	Cost
No. 3	RID Administration Fee	LS	\$0.00	\$0.00
No. 4	RID Legal Allocation	LS	\$2,500.00	\$2,500.00
TOTAL RID FEES ESTIMATE				\$2,500.00

TOTAL ENGINEERING ESTIMATE	\$2,379.00
TOTAL RID ESTIMATE	\$2,500.00
TOTAL AUTHORIZATION REQUIRED	\$4,879.00

1. No agencies/utilities review fees have been included. Project Sponsor will be responsible for these fees at time of RID submittal(s).
 *Acceptance of this agreement by the responsible parties acknowledges the ongoing COVID-19 pandemic and understanding that the Estimated Fee presented herein does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, RID shall notify the responsible parties as soon as practical once impacts are realized.