

ADOT CAR No.: JPA 21-0008213-I
AG Contract No.: P001 2021 000979
Project Location/Name: Loop 101 and
Northern Parkway
Type of Work: Ramp Construction
Federal-aid No.: MMA-0(281)D
ADOT Project No.: T0233
CFDA No.: 20.205 - Highway Planning and
Construction

JOINT PROJECT AGREEMENT

AMONG THE STATE OF ARIZONA,
THE COUNTY OF MARICOPA,
THOMPSON THRIFT,
AND
THE CITY OF GLENDALE

THIS AGREEMENT (“Agreement”) is entered into this date _____, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the COUNTY OF MARICOPA, acting by and through its BOARD OF SUPERVISORS, a political subdivision of the State, (the “County”), TTRG GLENDALE 101 NORTHERN AZ, LLC, a Delaware limited liability company, (the “Developer”) and the CITY OF GLENDALE, acting by and through its MAYOR and City Council (the City). The State, the County, the Developer, 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. § 28-363 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by A.R.S. § 11-251, 11-952, and 28-670 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. 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 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.
4. The County will design and construct capacity improvements along Northern Parkway, to include reconstructing the Loop 101 interchange into a diverging diamond interchange, the “County’s Project.” The County’s Project will also reconstruct the Loop 101 ramps to the mainline connection, widening the north and south legs of each intersection. As part of the County’s Project, the Developer has requested the design and construction of a frontage road extending from the Southbound Loop 101 on-ramp within ADOT right of way to the Developer’s property, as shown on Exhibits A and B, the “Developer’s Project.” The Developer will be responsible for all costs associated with the design and construction of the Developer’s Project [including but not limited to, construction engineering and administration (CE) and construction contingencies], shown in Exhibits C-1 and C-2. The

State will maintain access control on the frontage road as shown in Exhibits A and B. The City and the Developer will maintain the area adjacent to the ramp as depicted in Exhibit A.

THEREFORE, the Recitals set forth above and Exhibits A, B, C-1, and C-2, 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. The State and the County will enter into a separate agreement that will define each Party's responsibilities for the County's Project.
 - b. The Developer's Project will be performed, completed, accepted, and paid for in accordance with the requirements of the Developer's Project plans and specifications.
 - c. The Developer will be responsible for any and all actual costs associated with or arising out of the Developer's Project as set forth in this Agreement.
 - d. The Developer will be responsible for all Liabilities (defined under Section III.5.c.) for any Claim (defined under Section III.5.b).
 - e. The State will retain access control as depicted in Exhibits A and B.
 - f. The cost estimate, as shown on Exhibit C-1, reflects the Developer's Project costs as agreed to by the Parties. The Parties acknowledge that the costs may change and agree to amend the cost estimate to reflect actual Developer's Project costs. Such approved changes will not necessitate a formal amendment and automatically will be incorporated into this Agreement.
 - g. The Developer will coordinate with the County prior to the construction of any improvements near or adjacent to the County's Project. The Developer will be responsible for the costs associated with installation and/or removal of such items including but not limited to interim striping and/or concrete barriers.
2. The State will:
 - a. Coordinate discussions between the Parties to ensure the Developer's Project is constructed to design requirements approved and agreed to by the State.
 - b. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Developer's Project, including scoping/design plans and documents; provide design review comments to the County as appropriate.
 - c. Issue, per established procedures of the State's Central District Permit Office, valid annual blanket permits to each the Developer and the City for the routine, minor, and emergency maintenance work to be provided by both the Developer and the City within the State's right of way. On an annual basis, review and accept the Developer's and the

- City's submittal for renewal, including insurance coverage, 30 days prior to the end of the term. Agree that any new construction or installation shall require a separate permit through the State's Central District Permits Office.
- d. Maintain the structural integrity of the facilities within the State's right of way limits, as shown in Exhibit A. Maintain any State required lighting, guardrails, and end sections along the frontage road. Be responsible for major resurfacing, rehabilitation, and roadway reconstruction treatments including the construction and replacement of all Portland Cement Concrete Pavement (PCCP) roadway surfaces and other structures.
3. The County will:
- a. After this Agreement is executed, invoice the Developer for the costs associated with the Developer's Project, shown in Exhibits C-1 and C-2, estimated at \$87,863.00. After the Developer's Project costs are finalized, invoice or reimburse the Developer for the difference between estimated and actual costs of the Developer's Project.
 - b. After receipt of the estimated Developer's Project costs, prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the County's Project, which includes the Developer's Project, and incorporate comments from the Parties, as appropriate.
 - c. Enter into an agreement with the design consultant that states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the County's Project. After final acceptance of the County's Project, provide an electronic version of the record drawings to the ADOT Project Manager.
 - d. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the initial construction of the County's Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work, as applicable.
 - e. 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.
 - f. Notify the State and the Developer of completion and final acceptance of the County's Project; coordinate with the Parties and turn over full responsibility of the County's Project improvements to the Party to receive them, as applicable.
4. The Developer will:
- a. After this Agreement is executed, provide a copy of the Developer's W-9 Form to the County for invoicing purposes.
 - b. Within 30 days of receipt of an invoice from the County, pay to the County \$87,863.00, the estimated costs associated with the Developer's Project, and shown in Exhibits C-1 and C-2. Agree to be responsible for actual Developer's Project costs, if costs exceed the

- initial estimate. Be responsible for and pay the difference between the estimated and actual Developer's Project costs within 30 days of receipt of an invoice.
- c. Review the design documents required for construction of the Developer's Project and provide comments to the Parties within ten (10) working days of receipt.
 - d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement for the Developer's Project; payment for these costs shall be made to the County within 30 days of receipt of an invoice from the County.
 - e. Maintain, at no cost per established procedures of the State's Central District Permit Office, a valid annual blanket encroachment permit for the maintenance and emergency maintenance work provided by the City within the State's rights-of-way. 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 days prior to the end of the term and provide insurance coverage documentation.
 - f. Be responsible for landscape maintenance of all features (including landscape irrigation) within the defined areas of the Developer's responsibility, as shown in Exhibit A, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
 - g. Not place any traffic control devices, modifications, or alterations, including but not limited to items such as speed bumps, on the frontage road within the State access control limits identified in Exhibits A and B.
 - e. Provide public access from ADOT right of way and through the Developer's Project limits to 99th Avenue as shown in Exhibit B.
5. The City will:
- a. Maintain, at no cost per established procedures of the State's Central District Permit Office, a valid annual blanket encroachment permit for the maintenance and emergency maintenance work provided by the City within the State's rights-of-way. 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 days prior to the end of the term and provide insurance coverage documentation.
 - b. Be responsible for routine and minor maintenance and rehabilitation of all features and surfaces of the areas depicted in Exhibit A. The defined areas include street surfaces, shoulders, curbs, sidewalks, and surface drainage features feeding into the State's drainage system. Routine minor maintenance of the defined areas will include such activities as: graffiti removal, litter and trash removal, weed control, sweeping, crack sealing, removal of non-hazardous spills, routine maintenance of signing and pavement markings, and similar or related activities.
 - c. Assume landscape maintenance responsibilities as defined in paragraph II.4.e., should the Developer fail to perform said responsibilities.

- d. Be responsible for maintaining the regulatory, warning, and guide signs on the frontage road, with the exception of overhead signing or signs over 16 square feet.
- e. Be responsible for maintenance of drainage basins and catch basins (including vector control), consistent with City maintenance and operations levels.
- f. Be responsible for maintaining all longitudinal lines (such as lane lines, edge lines, etc.) and median noses on the frontage road using paint, thermoplastic, tape or other materials consistent with City standards.
- g. Be responsible for the maintenance of the Developer's Project or cost of removal or conversion to City standards of the Developer's Project should the Developer fail to maintain or cause to be maintained the Developer's Project improvements.
- h. Notify the State's Traffic Operations Center immediately of any Hazardous Material Incidents occurring within the areas of State-owned rights-of-way.
- i. 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.
- j. Coordinate with the State, under the City's annual blanket encroachment permit, prior to installation, modification, or alteration of any traffic control devices on the frontage road within the State access control limits identified in Exhibits A and B.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. Any change or modification to the Developer's Project will only occur with the mutual written consent of all the Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Developer's Project and all related deposits and/or reimbursements are made. Any 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 entity.
4. This Agreement may be cancelled at any time up to 30 days before the award of the County's Project contract, as long as the cancelling Party provides at least 30 days' prior written notice to the other Parties. It is understood and agreed that, in the event the Developer terminates this Agreement, the Developer shall be responsible for all costs for which the Developer is responsible under the terms of this Agreement incurred by the County up to the time of termination. It is further understood and agreed that in the event the Developer terminates this Agreement, the State shall in no way be obligated to complete or maintain the Developer's Project.

5. To the extent permitted by law, the Developer shall indemnify, defend, save, and hold harmless the Indemnitees from any Liabilities and Costs related to any Claim, regardless of whether there is fault on the part of the Developer, the Indemnitees, or third parties, with the sole exception that this indemnity does not apply to any Claim to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Indemnitees.

For the purpose of this indemnity clause,

- (a) "Indemnitees" means the State, and any of its departments, agencies, employees, officers, agents, and contractors.
 - (b) "Claim" means any claim, demand, lawsuit, administrative proceeding, or action of any kind related to alleged damage to person or property; arising in whole or in part by the actions or inactions of the responsible Party and out of the existence, the construction, or operation of the Developer's Project.
 - (c) "Liabilities" mean all damages, costs to repair and any and all obligations of a Party set forth in this Agreement.
 - (d) "Costs" includes all expenses that are incurred in relation to a Claim, including but not limited to defense costs, attorneys, witnesses, expert witness fees, and litigation related expenses.
6. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.
 7. This Agreement shall be governed by and construed in accordance with Arizona laws.
 8. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
 9. To the extent applicable under law, the provisions set forth in A.R.S. §§ 35-214 and 35-215 shall apply to this Agreement.
 10. 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 by reference regarding "Non-Discrimination."
 11. 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.
 12. In the event any controversy arises 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.
 13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

14. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. 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:

STATE:

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

COUNTY:

Maricopa County
Attn: Intergovernmental
2901 West Durango Street
Phoenix, AZ 85009
602.506.8674

DEVELOPER:

TTRG Glendale 101 Northern AZ, LLC
Attn: Andrew Call
VP Development Management -
Southwest Region
2398 E Camelback Rd, Suite 210,
Phoenix, AZ 85016
602.313.8633

CITY:

City of Glendale
Attn: Shahid Abbas, Transportation
Director
6210 W. Myrtle Ave. Suite 112
Glendale, AZ 85301
623.930.2944

For Project Administration:

STATE:

Arizona Department of Transportation
Arizona Department of Transportation
Central District Office
2140 W. Hilton, MD E700
Phoenix, AZ 85009
602.712.6664
602.712.3116 FAX

COUNTY:

Maricopa County
Attn: Intergovernmental
2901 West Durango Street
Phoenix, AZ 85009
602.506.8674

DEVELOPER:

Thompson Thrift
Attn: Andrew Call - VP Development
Management - Southwest Region
2398 E Camelback Rd, Suite 210,
Phoenix, AZ 85016
602.313.8633

CITY:
City of Glendale
Attn: Purab Adabala
6210 W. Myrtle Ave. Suite 112
Glendale, AZ 85301
623.930.2926

For Financial Administration:

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

COUNTY:
Maricopa County
Attn: Intergovernmental
2901 West Durango Street
Phoenix, AZ 85009
602.506.8674

DEVELOPER:
TTRG Glendale 101 Northern AZ, LLC
Attn: Andrew Call
VP Development Management -
Southwest Region
2398 E Camelback Rd, Suite 210,
Phoenix, AZ 85016
602.313.8633

CITY:
City of Glendale
Attn: Purab Adabala
6210 W. Myrtle Ave. Suite 112
Glendale, AZ 85301
623.930.2926

17. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 18. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement 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.
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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TTRG GLENDALE 101 NORTHERN AZ, LLC
a Delaware limited liability company

STATE OF ARIZONA
Department of Transportation

By _____ Date _____

By _____ Date _____

STEVE BOSCHEN, PE
Division Director

APPROVED AS TO FORM:

By _____ Date _____

MARICOPA COUNTY
Department of Transportation

Approved and accepted by:

By _____ Date _____

JENNIFER TOTH, PE
Transportation Director

By _____ Date _____

CLINT HICKMAN
Board of Supervisors

By _____

Clerk of the Board

CITY OF GLENDALE

By _____ Date _____

JERRY P. WEIERS
Mayor

ATTEST:

By _____ Date _____

JULIE K. BOWER
City Clerk

ATTORNEY APPROVAL FORM FOR THE COUNTY OF MARICOPA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the C, 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 County under the laws of the State of Arizona.

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

County Attorney

Date

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

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 GLENDALE, 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.

City Attorney

Date