

**COST PARTICIPATION  
AGREEMENT BETWEEN THE  
CITY OF GLENDALE AND THE ROOSEVELT IRRIGATION  
DISTRICT ASSOCIATED WITH THE  
RID CC2 Canal-Maryland Avenue Extension**

THIS COST PARTICIPATION AGREEMENT FOR ENGINEERING DESIGN, CONSTRUCTION OBSERVATION SERVICES associated with the proposed RID CC2 CANAL-MARYLAND AVENUE EXTENSION IMPROVEMENTS 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 Extension of Maryland Avenue in the City of Glendale, Maricopa County, Arizona in association with the City of Glendale Maryland Avenue Extension project (the "Project").
- B. The DISTRICT owns, operates, and maintains RID CC2 Canal for the conveyance and delivery of irrigation water to lands located generally west of the Agua Fria River. The CITY's proposed improvements along the Maryland Avenue Alignment cross a portion of these DISTRICT facilities.
- C. To accommodate the Project, the relocation of certain DISTRICT facilities along 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"); and (ii) procure construction services for the Relocated Facilities, including sub consultant and trades coordination; construct the Relocated Facilities; provide contract and construction administration services; relocate improvements of other utilities affected by the Relocated Facilities as needed; undertake all required inspections and testing and provide construction and as-built surveys (collectively "Technical Coordination, Construction and Administration Services"). (Design Services and Technical Coordination, Construction, and Administration Services are collectively referred to as "Services"). The CITY shall reimburse the DISTRICT's reasonable costs associated with the SERVICES, including additional costs pursuant to Section 6 below.

**Cost Participation Agreement**  
**Between the CITY OF GLENDALE and the Roosevelt Irrigation District**  
**Associated with the RID CC2 Canal-Maryland Avenue Extension**

**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.
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 Forty-five thousand six hundred and sixty-seven dollars and eighty-five cents (\$45,667.85).
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 and Engineers Opinion of Probable Construction Costs 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

**Cost Participation Agreement**  
**Between the CITY OF GLENDALE and the Roosevelt Irrigation District**  
**Associated with the RID CC2 Canal-Maryland Avenue Extension**

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.

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 are 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

or Taylor Howerter, Asst. Superintendent

By:  \_\_\_\_\_ Date: 4/4/23 \_\_\_\_\_

ATTEST:

---

Julie K. Bower, (SEAL)  
City Clerk

APPROVED AS TO FORM:

---

Michael D. Bailey,  
City Attorney

**DIRECTORS**  
W. BRUCE HEIDEN, PRESIDENT  
K.C. GINGG  
BRANDON LEISTER  
JASON ROVEY  
JOHN K. VANDERWEY



**SUPERINTENDENT**  
DONOVAN L. NEESE  
103 WEST BASELINE ROAD  
BUCKEYE, ARIZONA 85326  
TELEPHONE (623) 386-2046  
FAX (623) 386-4360

29 March 2023

City of Glendale  
5850 W. Glendale Ave, Ste 315  
Glendale, AZ 85301

**Attention: Mr. David Beard**

**Reference: RID CC2 Canal – Maryland Extension at 99th Ave (181300858)**

Dear Mr. Beard,

As requested, the Roosevelt Irrigation District (RID) is herein providing the funding requirement for the relocation of RID irrigation and/or drainage facilities along a portion of RID CC2 in association with the above referenced project.

The relocation of RID facilities within the development project includes piping of existing ditch, removal of existing structures and the design of new appurtenant irrigation structures.

Estimated RID fees for engineering design, post design, project coordination and expenses for the RID project are detailed in the enclosed Fee Proposal.

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

Engineering Fees & Expenses	\$89,231.50
RID Administration Fees	\$8,923.15
Design & post-design authorization credit	-\$46,060.00
RID administration fee credit	-\$6,426.80
<b>TOTAL FUNDS DUE</b>	<b>\$45,667.85</b>

Notification will be provided prior to the exhaustion of the funds on the project. Change orders are requested in \$20,000 increments except when a detailed scope is required. RID will stop work on any project that has exhausted the funding provided and resume once additional funding has been received.

The attached Cost Participation Agreement (CPA) must be signed and returned to the RID office. The commencement of engineering work will be scheduled once the signed CPA has been returned to RID.

**Reference: RID CC2 Canal – Maryland Extension at 99th Ave (181300858)**

This funding request is valid for 90 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. (480-687-6100) or me if you have any questions or need any additional information.

Sincerely,

**ROOSEVELT IRRIGATION DISTRICT**



Donovan L. Neese or Taylor Howerter  
Superintendent Asst. Superintendent

**Attachments: Stantec Fee Proposal, RID Cost Participation Agreement (CPA)**

c. Files, April Victorino (Stantec)



ROOSEVELT IRRIGATION DISTRICT  
RID COLLECTION CANAL 2 - CITY OF GLENDALE MARYLAND AVENUE EXTENSION (181300858)  
DESIGN & POST DESIGN SERVICES

3/29/2023

TASK NO.	TASK DESCRIPTION	2023 Hours							2024 Hours							Sub-Total Labor Hours	Sub-Total Labor Cost	Expenses	Total Cost
		Project Principal Level 16	Senior Project Engineer Level 13	Project Engineer/ Senior Designer Level 11	Senior Designer Level 10	EIT/Designer Level 9	Const Obs Level 7	Project Administrator Level 7	Project Principal Level 16	Senior Project Engineer Level 13	Project Engineer/ Senior Designer Level 11	Senior Designer Level 10	EIT/Designer Level 9	Const Obs Level 7	Project Administrator Level 7				
<b>102</b>	<b>Design</b> <ul style="list-style-type: none"> <li>Hydraulic Analysis &amp; Design</li> <li>Establish Horizontal Alignment &amp; Vertical Design for RID Relocations</li> <li>Grading Design at Structures &amp; Lateral Tie-ins</li> <li>5 - Plan &amp; Profile Sheets</li> <li>2 - Site Plan Sheets</li> <li>Create Exhibit for RID, Developer, Municipality Coordination</li> <li>Preliminary Plan Reproduction &amp; Submittal To District, Appropriate City/Municipal Entity and Their Engineer For Review &amp; Comment</li> <li>Final Plan Reproduction &amp; Submittal To District and Appropriate City/Municipal Entity for Construction</li> </ul>	2	7	15	82	10	0	0	0	0	0	0	0	0	0	0	116	\$18,963	\$18,963
<b>104</b>	<b>Post Design Services</b> <ul style="list-style-type: none"> <li>On-Site Construction Observation and Coordination with Contractors, District and District Engineer</li> <li>Provide On-Call Engineering Support Services During Construction</li> <li>Review, Process and Archive As-Built Drawings from Contractor</li> <li>Update District System Mapping</li> </ul>	4	5	20	0	3	267	0	0	0	0	0	0	0	0	0	370	\$60,188	\$60,188
<b>106</b>	<b>Project Management</b> <ul style="list-style-type: none"> <li>Design Scoping</li> <li>Post Design Scoping</li> <li>Schedule Creation and Management</li> <li>Safety Protocols, Preparation and Documentation</li> <li>Project Management and Correspondence</li> <li>Project Invoicing &amp; Closeout</li> </ul>	0	0	4	0	6	0	6	0	6	3	0	0	7	0	0	29	\$4,413	\$4,413
<b>990</b>	<b>Expenses</b> <ul style="list-style-type: none"> <li>Travel</li> <li>Printing</li> </ul>	6	12	39	82	19	267	6	6	6	4	7	0	4	63	7	515	\$5,668	\$5,668
<b>TOTAL LABOR HOURS</b>		6	12	39	82	19	267	6	6	6	4	7	0	4	63	7	515	\$83,564	\$83,564
<b>TOTAL ENGINEERING COST</b>		\$1,500	\$2,280	\$6,699	\$13,038	\$2,907	\$42,453	\$822	\$822	\$1,232	\$0	\$632	\$10,332	\$987	\$5,668	\$89,232	\$89,232	\$5,668	\$89,232

<b>RID ADMINISTRATION FEES DESCRIPTION</b>	<b>Units</b>	<b>Cost /Unit</b>	<b>Cost</b>
RID Administration Fee (10% Engineering + Expenses)	LS	\$8,923.15	\$8,923.15
<b>TOTAL RID FEES</b>			<b>\$8,923.15</b>

<b>TOTAL COST</b>	<b>\$98,154.65</b>
<b>DESIGN &amp; POST-DESIGN AUTHORIZATION CREDIT</b>	<b>-\$46,060.00</b>
<b>RID ADMINISTRATION FEE CREDIT</b>	<b>-\$6,426.80</b>
<b>TOTAL ADDITIONAL FUNDING DUE</b>	<b>\$45,667.85</b>

1. No agencies/utilities review fees have been included. Project Sponsor will be responsible for these fees at time of RID submittal(s).
2. Permit fees not included. RID ROW Crossing permit fees will be \$500 per plan set, payable at execution. RID License to Construct permit fee will be \$500 per project, payable at execution. Permits expire 365 days from date issued.
3. If the project extends beyond the calendar year a change order may be required to account for annual rate increases.
4. Travel Expenses including but not limited to mileage, fuel, rental vehicle, hotel accommodations depending on the nature and time constraints within the project.
5. Printing expenses including but not limited to full size plans, half size plans, roll plots, letter size sheets, color or black and white, copies as requested by RID, binders and tabs for carrying on-site or to RID.
6. 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.