

ADOT CAR No.: IGA 24-000xxxx-I
AG Contract No.: P0012024000125
Project Location/Name: Estrella Parkway
at I-10
Type of Work: Roadway Widening and
Improvements
Federal-aid No.: N/A
ADOT Project No.: M7235 01X
TIP/STIP No.: N/A GDY23-201
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 GOODYEAR

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 GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). 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 Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency will design, advertise, award and administer construction of improvements to Estrella Parkway at Interstate 10 (I-10) within ADOT right of way, as reflected in the plans titled Estrella Parkway Widening at I-10 Interchange approved by ADOT, copies of which are on file with ADOT and with the Local Agency (the "Project"). The Project improvements include, but are not limited to, the design and construction of new walls at the bridges, sidewalk and sidewalk ramps, median, curb and gutter, bridge underdeck lighting, signals, storm drain, concrete pipe, catch basins, manholes, concrete scupper, striping, signs, and landscaping. The Local Agency will obtain a permit from the State to complete the Project and be responsible for actual costs of the Project and will assume the operations and maintenance responsibilities set forth in Section II (Scope of Work) subparagraph 3 of this Agreement. The State will review the Project design plans and

provide an inspector for a portion of the Project at the cost of the Local Agency. The inspection cost associated with the Project is estimated at \$117,000. The State will be responsible for the ownership, operations, and maintenance responsibilities set forth in Section II (Scope of Work) subparagraph 2 of this Agreement.

4. After final acceptance of the Project and upon the approval of the State Transportation Board, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit A to the Local Agency. The Local Agency agrees to waive the requirements of A.R.S. § 28-7209.
5. The foregoing Recitals and Exhibits A and B shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree 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 Local Agency's Project will only occur with the mutual written consent of both Parties.
 - b. The Local Agency will be responsible for any and all Project costs.
 - c. The State will retain access control of the area as shown in Exhibit A.
 - d. Any future modifications within the Project limits required for transportation purposes and resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the Local Agency.
2. The State will:
 - a. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit for the initial construction of the Project, separate permits for related pre-construction activities (such as pot-holing, utility work, survey etc), and a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - b. After this Agreement is executed, invoice the Local Agency \$117,000.00 for the inspection costs associated with the Project. After the Project has been completed, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of this portion of the Project.

- c. Review the design plans, specifications and other such documents and services required for the construction of the Project within the State's right of way and provide comments to the Local Agency as appropriate.
 - d. Coordinate with the Local Agency throughout the construction phase of the Project for the State's inspection of all Project improvements including those that the State will own and operate.
 - e. Be responsible for the structural integrity of the new walls after Project completion and acceptance.
 - f. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit A.
 - g. Maintain all improvements within the Project limits except those identified as the Local Agency's responsibility as set forth in subparagraph 3(n) below.
3. The Local Agency will:
- a. Be responsible for all Project costs incurred in performing and accomplishing the work as set forth under this Agreement.
 - b. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work. 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.
 - c. Within 30 days of receipt of an invoice from the State, pay to the State \$117,000.00 for the costs associated with the State's inspection of the Project. After the Project has been completed, be responsible and pay for the difference between estimated and actual costs of this portion of the Project within 30 days of receipt of an invoice.
 - d. Prepare and provide the design documents required for construction of the Project and incorporate comments from the State as appropriate.
 - e. Coordinate inspection of the new walls to be constructed as part of the Project with the State. The State inspector must be present for all work associated with the walls.
 - f. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. Coordinate all authorized permits with ADOT prior to construction. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use.

- g. Investigate and document utilities within the Project limits that conflict with the Project; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- h. Coordinate inspection of Project improvements including those that the State will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, damages to ADOT property resulting from the Project.
- i. In coordination with the State and throughout the construction phase of the Project, inspect all Local Agency's Project improvements that the Local Agency will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, and damages to the Local Agency's Project or ADOT property.
- j. Conduct an inspection on the existing Roosevelt Irrigation District (RID) pipe within ADOT right of way. Ensure that the existing pipe is properly working and in good condition at the beginning and end of the Project. If the RID pipe is not in proper working condition at the beginning of the Project, the City must notify RID and ADOT. If the RID pipe is not in proper working condition at the end of the Project, be responsible for any repairs at its sole expense.
- k. Be solely responsible for any damages resulting to State property due to the malfunction of the existing RID pipe as well as all cost associated to perform said repairs. All repairs must be performed to State standards.
- l. Notify ADOT 30 days prior if the RID pipe is ever abandoned or no longer in service. Notification should be made to the ADOT Resident Engineer or the Maintenance Supervisor for the Project area. Remove any RID manholes and grout all abandoned pipe within ADOT right of way at the City's sole expense prior to the completion and final acceptance of the Project.
- m. Protect in place all ADOT facilities and equipment, including but not limited to Intelligent Transportation System conduit, fiber, field equipment, Closed Circuit Television cameras, Dynamic Message Signs, ramp meter equipment/cabinets and loop detectors.
- n. After final inspection and acceptance of the Project, assume operation and maintenance responsibilities for the following:
 - i. Within the Project limits, perform routine/minor maintenance of the following improvements constructed by the Local Agency sidewalks, curb and gutter, pedestrian access ramps, street surfaces, shoulders, median, and surface drainage features feeding into the State's drainage system including catch basins. The foregoing improvements shall be maintained to Local Agency Standards and at the sole cost and expense of the Local Agency. Maintenance activities include but are not limited to: sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, leveling and/or patching of asphalt concrete pavement with premix, pavement markings, seal coating of oxidized pavement, litter and trash removal, repair of the surface/base of damaged pavement presenting a safety

hazard, cracking and/or buckling of sidewalk, and landscape. The repairs or maintenance performed by the Local Agency shall not compromise the safety and structural stability of the State facilities.

- ii. Provide landscape maintenance of all features within the defined areas of the Local Agency's responsibility in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses, and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning, and replanting, as required to maintain the landscaping and the irrigation installed as part of the Project, including all testing, adjusting, repairing, and operation of the irrigation system, and shall furnish all electrical power and water to operate the irrigation system, at its sole expense.
- iii. Be responsible for the maintenance and electrical power for the traffic signals constructed as part of the Project. 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.
- iv. Be responsible for the operations, maintenance and electrical power for the roadway and underdeck lighting constructed as part of the Project. Maintenance includes but is not limited to, replacement and/or repair of all damaged roadway lighting equipment, including knockdowns, and maintenance of street and underdeck lighting.
- o. Waive the requirements of A.R.S. § 28-7209.
- p. After final acceptance of the Project by the State and approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit A.
- q. 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 A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all 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 jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project and the State shall not allow the Local Agency to construct the Project in the State's right of way.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local Agency, 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 Local Agency'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 Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Insurance. Local Agency shall require all contractors and subcontractors performing any work on the Project to procure and maintain Commercial General Liability Insurance, Commercial Auto Liability Insurance, Work Comp/Employers' Liability Insurance, and, if applicable, Aviation Liability Insurance for claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work on the Project hereunder by the contractor or subcontractor and their respective agents, representatives, employees. The minimum amounts and types of insurance to be provided are set forth in the ADOT Permit Insurance Matrix for Encroachment Insurance Requirements, a copy of which is attached hereto as Exhibit B. The Commercial General Liability Insurance policy shall include coverage for Completed Operations. All of the insurance policies required to be carried herein shall be endorsed to add the City of Goodyear and the State of Arizona and to waive subrogation claims against the City of Goodyear and the State of Arizona. The Commercial General Liability Insurance policy and, if applicable, the Aviation Liability Insurance policy shall be endorsed to provide that the coverages provided under the policies are primary and non-contributory. The insurance coverage required herein shall remain in effect until all of their obligations under their respective contracts have been discharged, including warranty obligations.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

9. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
10. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. Non-Discrimination. 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, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
12. Non-Availability of Funds. Every obligation of the State and Local Agency 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 at the end of the period for which the funds are available. No liability shall accrue to the State or Local Agency in the event this provision is exercised, and neither the State nor the Local Agency shall be obligated or liable for any future payments as a result of termination under this paragraph.
13. Arbitration. 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 A.R.S. § 12-1518.
14. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
15. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
16. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. Notices. 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:

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

City of Goodyear
Attn: Hugh M. Bigalk, P.E.
City Traffic Engineer
14455 W. Van Buren St., Suite D
Goodyear, AZ 85338
623.882.7514
hugh.bigalk@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Development Engineer – Central District
2140 W. Hilton Avenue, Mail Drop E7000
Phoenix, AZ 85009
602.712.6664

City of Goodyear
Attn: Hugh M. Bigalk, P.E.
City Traffic Engineer
14455 W. Van Buren St., Suite D
Goodyear, AZ 85338
623.882.7514
hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Development Engineer – Central District
2140 W. Hilton Avenue, Mail Drop E7000
Phoenix, AZ 85009
602.712.6664

City of Goodyear
Attn: Hugh M. Bigalk, P.E.
City Traffic Engineer
14455 W. Van Buren St., Suite D
Goodyear, AZ 85338
623.882.7514
hugh.bigalk@goodyearaz.gov

18. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 19. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 20. Electronic Signatures and Counterparts. This Agreement may be signed in an electronic format using DocuSign or manually and it may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further, this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
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Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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 GOODYEAR

By _____ Date _____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date _____
DARCIE MCCRACKEN
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 Goodyear, 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

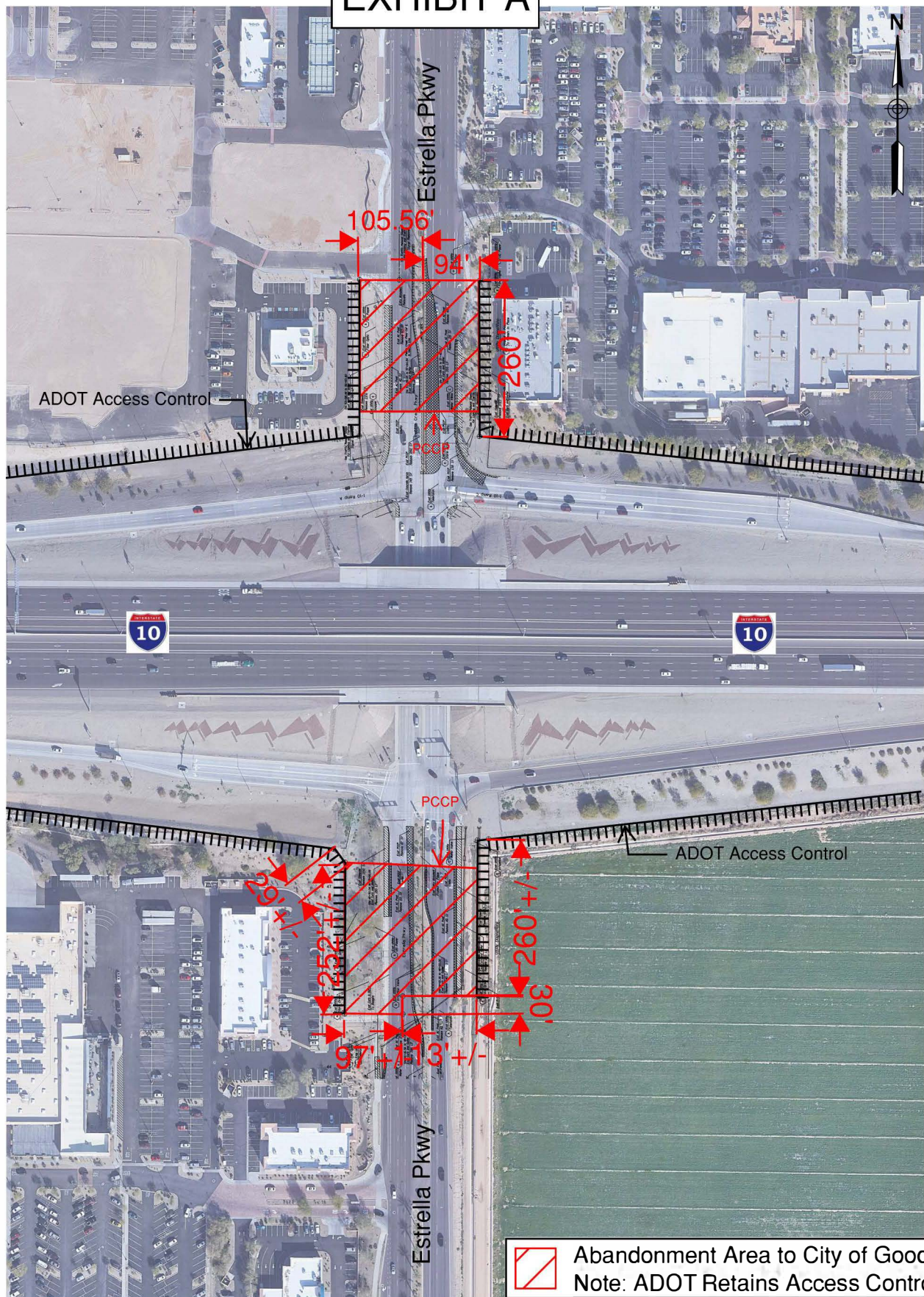
By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012024000125 (ADOT IGA 24-000xxxx-I), an Agreement between public agencies, the State of Arizona and the City of Goodyear, 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

EXHIBIT A



Abandonment Area to City of Goodyear
Note: ADOT Retains Access Control

ADOT

Infrastructure Delivery and Operations

DRAWING NO

D-07-T-988

DATE

AUG 2023

ADOT / CITY OF GOODYEAR
ABANDONMENT AREA

ROUTE:

I-10

LOCATION:

ESTRELLA PKWY & I-10

HIGHWAY NAME.:

EHRENBURG-PHOENIX HWY

SHEET NO.:

1 of 1

ADOT Permit Insurance Matrix

Encroachment Insurance Requirements

Commercial General Liability	Commercial Auto Liability	Work Comp/Employers' Liability	Aviation Liability*
\$1,000,000 Occurrence	\$1,000,000 Combined Single Limit	\$1,000,000 Each Accident	\$1,000,000 Occurrence
\$2,000,000 Annual Aggregate		\$1,000,000 Each Disease-Employee	\$2,000,000 Annual Aggregate
		\$1,000,000 Each Disease-Policy Limit	
Required Endorsements	Required Endorsements	Required Endorsement	Required Endorsements
Additional Insured	Additional Insured	Waiver of Subrogation	Additional Insured
Waiver of Subrogation	Waiver of Subrogation		Waiver of Subrogation
Primary & Non-contributory			Primary & Non-contributory
Other Endorsements ⁺			
Completed Operations ¹			
Explosion/Collapse/Underground			

Film & Parade Insurance Requirements

Commercial General Liability	Commercial Auto Liability	Work Comp/Employers' Liability	Aviation Liability*
\$1,000,000 Occurrence	\$1,000,000 Combined Single Limit	\$1,000,000 Each Accident	\$1,000,000 Occurrence
\$2,000,000 Annual Aggregate		\$1,000,000 Each Disease-Employee	\$2,000,000 Annual Aggregate
		\$1,000,000 Each Disease-Policy Limit	
Required Endorsements	Required Endorsements	Required Endorsement	Required Endorsements
Additional Insured	Additional Insured	Waiver of Subrogation	Additional Insured
Waiver of Subrogation	Waiver of Subrogation		Waiver of Subrogation
Primary & Non-contributory			Primary & Non-contributory

Special Event Insurance Requirements

Commercial General Liability	Commercial Auto Liability	Work Comp/Employers' Liability	Aviation Liability*
\$5,000,000 Occurrence	\$1,000,000 Combined Single Limit	\$1,000,000 Each Accident	\$1,000,000 Occurrence
\$5,000,000 Annual Aggregate		\$1,000,000 Each Disease-Employee	\$2,000,000 Annual Aggregate
		\$1,000,000 Each Disease-Policy Limit	
Required Endorsements	Required Endorsements	Required Endorsement	Required Endorsements
Additional Insured	Additional Insured	Waiver of Subrogation	Additional Insured
Waiver of Subrogation	Waiver of Subrogation		Waiver of Subrogation
Primary & Non-contributory			Primary & Non-contributory

***Aviation Liability** insurance is required when aircraft of any kind, including drones or other unmanned aircraft, will be in our right of way.

+**Completed Operations**¹ is required for any/all construction, boring, alteration, etc. or as determined by Risk Management. **XCU**² is required for any boring, digging, use of explosives, as the type of work warrants or as determined by Risk Management.