(239)

PROJECT: I-10-3(159)

SECTION: 7th Street at I-10

IGA-85-03

JPA 85-003

INTERGOVERNMENTAL AGREEMENT

BETWEEN 37290

THE STATE OF ARIZONA

AND

THE CITY OF PHOENIX

THIS AGREEMENT entered into this 8TH day of APRIL, 1985 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State," and the CITY OF PHOENIX, acting by and through its City Council, hereinafter called "City."

WHEREAS, State is empowered by Section 28-108 Arizona Revised Statutes 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 the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, City is empowered by Section 9-672B Arizona Revised Statutes, and Chapter II, Section 2 of the Phoenix City Charter, to enter into this agreement and acting by and through its City Council, 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 same on behalf of City; and

WHEREAS, City desires to increase the traffic handling capability of 7th Street in the vicinity of the 7th Street - I-10 traffic interchange, from McDowell Road north to Granada Road and from Roosevelt Street south to Garfield Street; and

NO. 10151
FILED WITH SECRETARY OF STATE
Date Filed 4-10-85
Secretary of State

WHEREAS, State proposes to make certain improvements to 7th Street within the boundaries of the 7th Street - I-10 traffic interchange and north therefrom to McDowell Road and south to Roosevelt Street; and

WHEREAS, State and City propose to consolidate said 7th Street improvement projects.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Widen and improve 7th Street from the centerline of Roosevelt street to the centerline of McDowell Road as a part of the Interstate 10 project. STATE agrees to design and construct this portion.

2. Widen and improve 7th Street from the centerline of McDowell Road north to Granada Road and from the centerline of Roosevelt Street south to Garfield Street for and on behalf of City; provided, however, that work accomplished within the right of way lines of Roosevelt Street and McDowell Road shall be confined, in an east-west direction, to that portion of said streets which lie within the outer curb radius returns.

3. Design, develop roadway and landscaping plans and construct City's part of the 7th Street improvement project within the widening area designated in paragraph 2, for which City will reimburse State. Said plans shall be submitted to City for review and approval.

4. Incorporate City's traffic signal foundation plans for the McDowell Road and Roosevelt Street intersections into the project plans and supply and install as a part of the Interstate 10 project all necessary underground traffic signal improvements including foundations, conduits and pull boxes.

5. Waive its standard charge for engineering

construction costs in consideration for work to be accomplished by City, which otherwise would have been required to be done by State north of McDowell Road.

6. Submit to City, at completion of construction of City's portion of the project, a detailed invoice setting forth the amount due State for said design and construction costs.

7. State will require the contractor to carry general liability insurance in the amount of Twenty-Five Million Dollars ($25,000,000) throughout the course of construction of the project, naming thereon as additional named insureds, the State, its departments, agencies, agents, employees and the City. The Contractor's coverage shall be primary for any and all losses arising out of the course of construction of the project.

CITY SHALL:

8. Acquire in city's name and at City's expense all necessary right-of-way for the areas of widening which are situated north of McDowell Road and south of Roosevelt Street.

9. Cause to be relocated any utilities which may be situated within the areas of widening designated in paragraph 2.

10. Supply and install all necessary traffic signal equipment, including poles, heads, conductors, detectors, electrical services and controllers, at the McDowell Road and Roosevelt Street intersections at City expense.

11. Reimburse State for all costs of design and construction within the areas of widening designated in paragraph 2.

12. State and City shall enter into a future agreement regarding responsibility for maintenance of the completed improvements.

STATE AND CITY SHALL:

13. To the extent permittted by law, State and City

agree to defend, indemnify, and hold harmless each other and their agents officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the State or the City, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault, whether or not a name defendant to an action, the parties agree that they will share in any settlement or judgment on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts.

14. This Agreement shall remain in full force and effect until completion of said project as aforesaid; provided, however, that this agreement may be cancelled by either party upon 30 days' written notice by one party to the other party.

15. All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

16. 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 in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

17. This Agreement shall become effective on the date of filing same with the Secretary of State.

18. Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate

attorney that City is authorized under the laws of the State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a municipal corporatio

MARVIN A. ANDREWS, City Manager

By _____ FEB 27 1985

CITY ENGINEER

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

ACTING City Attorney

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By _____

Walter O. Ford
Chief Deputy State Engineer

PROJECT: I-10-3(159)
SECTION: 7th Street at I-10

RESOLUTION

BE IT RESOLVED on this 25TH day of JULY, 1984, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Phoenix to construct certain improvements to 7th Street in the vicinity of the Interstate 10 - 7th Street Interchange to increase the traffic handling capability of 7th Street.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

W A Ordway

W. A. Ordway, Director
Arizona Department of
Transportation

10-7 REV. 5-82

GREEN — CITY CLERK
WHITE — CITY ATTORNEY
BLUE — CITY MANAGER
PINK — ACCOUNTS NOTIFICATION
CANARY — DEPARTMENT NOTIFICATION
BUFF — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA

REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P 1.906.

1. To the City Manager:

DATE January 24 19 85

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION.

AGREEMENT WITH THE STATE OF ARIZONA
7TH STREET AT PAPAGO FREEWAY (I-10)
STATE PROJECT I-10-3(159) CITY INDEX NO. P-844274

(DISTRICT 8)

Request to authorize the City Manager to enter into an Agreement with the Arizona Department of Transportation (ADOT) to design and construct major street improvements for the City on 7th Street between Garfield and Roosevelt and between McDowell and Granada. These two segments of 7th Street are a part of City Project P-844274.

The City will reimburse ADOT its costs following construction by a separate payment Ordinance. Estimated costs are $20,000 for design and $400,000 for construction.

2. Bid Bond (Surety) Required? ☐ Yes ☒ No

3. Bond submitted by low bidder? ☐ YES ☒ NO

4. Performance Bond (Surety) Required? $ None

5. SOURCE OF FUNDS:

INDEX CODE	SUBOBJECT	PROJECT
8 4 4 2 7 4		

$ 420,000.00

☐ BUDGETED ☐ SUPPLEMENTAL ☐ CONTINGENCY

12. Recommended by:

Department/Function: Engineering Design

Division Head Signature: /s/ C. PHILIP ARTHUR

Department Head Signature: Deputy City Engineer

6. Emergency Clause? ☐ YES ☒ NO

IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT:
☐ CONTINUE ONE WEEK
☐ ADOPT WITHOUT EMERGENCY CLAUSE

7. Requested by: D. DYKHOUSE Phone # 8519

8. WP Document #:

9. Desired Agenda Date: February 6, 1985

10. Formal contract required? ☐ Yes ☒ No

Previous contract #

11. Requisition #:

13. Approved as to availability of funds:

MANAGEMENT & BUDGET DIRECTOR

14. Approved:

CITY MANAGER

15. Council action taken:

Formal action: Approved Request RESOLUTION NO. ORDINANCE NO. DATE 2/6 19 85

CONTRACT NO. 37290 A

F 5811
CITY CLERK'S FILE NO.

AGREEMENT NO. 37290

INDEX NO. P-844274

APPROVED AS TO FORM and within
the powers and authority granted
under the laws of Arizona to the
City of Phoenix.

ACTING City Attorney

Attorney General
1275 WEST WASHINGTON
Phoenix, Arizona 85007
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 84-615, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, 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.

DATED this 8th day of April, 1985.

ROBERT K. CORBIN
Attorney General

James R Redpath

Assistant Attorney General
Transportation Division

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