ECS File: JPA 91-02
Project: H086001C
Section: East Papago Freeway
48th Street - Priest Drive
(52nd Street Improvements
McDowell Rd.-Van Buren St.)

59155

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 13 June, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 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 has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2, Section 2 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 has authorized the undersigned to execute this agreement on behalf of the City.

3. In conjunction with the construction of the East Papago Freeway, the State agrees to coordinate and combine construction efforts with the City to construct the 100 year frequency storm drain in 52nd street, from McDowell Road to Filmore Street, as generally shown on Exhibits "A" and "B", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

The parties hereto shall take all required actions within their authority to ensure that the water flows conveyed by their respective drainage systems to the coordinated system comply with any applicable requirements of the Clean Water Act, National Pollutant Discharge Elimination System (NPDES) or any other applicable discharge requirements.

The State has acquired the necessary right of way to construct the detention basin and has purchased all necessary easements and right of way to construct and maintain 52nd Street, from Filmore to Van Buren Streets.

1. The City will:

a. Acquire all necessary drainage easements or right of way to construct the storm drain and floodwater collection system.

b. Design and reconstruct roadway and construct the 100 frequency storm drain in 52nd Street from Filmore Street north to McDowell Road.

c. Be responsible for maintenance of the 52nd Street storm drain, basin and metered outlet structure to intercept, hold and meter floodwaters as shown on Exhibit "A".

d. Resume maintenance responsibility of 52nd Street except for the portion between Filmore Street and Van Buren Street, as shown on Exhibit "B".

2. The State will:

a. Construct the East Papago Channel (the "Channel") north and parallel to the East Papago Freeway from approximately 50th Street west to the relocated Old Crosscut Canal. The Channel will collect floodwater from the terrain north of the East Papago Freeway and will flow into the relocated Old Crosscut Canal. The State will also construct a detention basin north of the East Papago Freeway and west of 52nd Street that will meter floodwater into the Channel and construct the drainage as part of their 52nd Street construction from Filmore Street to this detention basin.

b. Construct the paving improvements in 52nd Street, from Filmore Street to Van Buren Street; place a catch basin and storm drain connector pipe to 53rd Street and Taylor Street and provide a stub-out east and west for a storm drain connection at Washington Street, for the City.

c. Upon completion of the 52nd Street improvements, abandon to the City that portion of right of way to be maintained by the City as shown on Exhibits "A" and "B".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said work described herein; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. 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 Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E/616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
125 E. Washington
Phoenix, AZ 85004

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

CITY OF PHOENIX, a Municipal Corporation,
FRANK FAIRBANKS, City Manager

By _____
JAMES H. MATTESON, P.E.
Street Transportation Director

STATE OF ARIZONA
Department of Transportation

By _____
GARY K. ROBINSON, P.E.
State Engineer

Attest:

By _____
City Clerk

3415j
13MAY91

JPA 91-02

RESOLUTION

BE IT RESOLVED on this 22nd day of January 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix, in conjunction with the construction of the East Papago Freeway, for the purpose of coordinating and combining construction efforts with the City to construct the 100 year frequency storm drain in and improvements to 52nd Street, from McDowell Road to Filmore Street.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

James S. Creedon

JAMES S.CREEDON, Acting Director
Arizona Department of
Transportation

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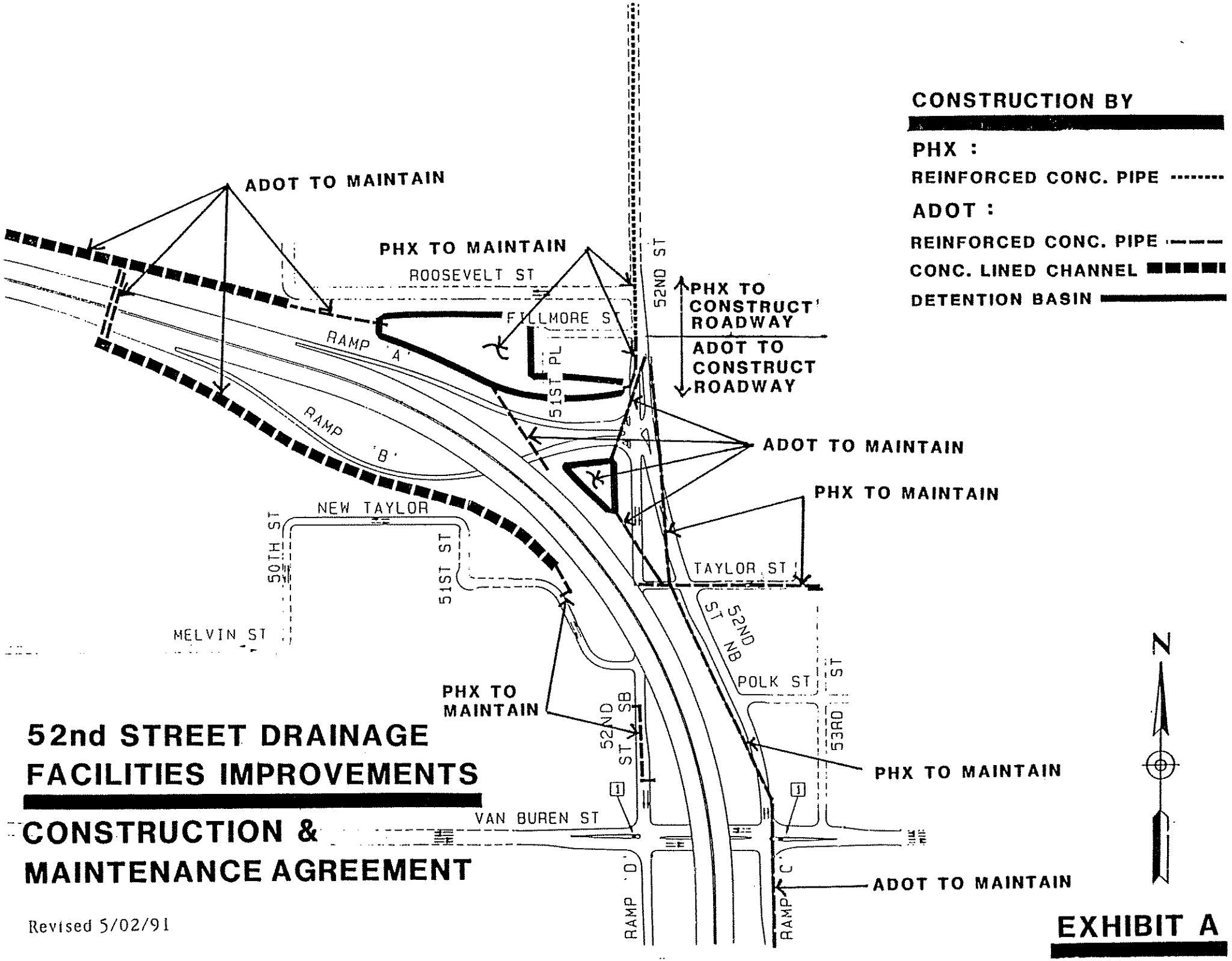

52nd STREET DRAINAGE FACILITIES IMPROVEMENTS

CONSTRUCTION & MAINTENANCE AGREEMENT

Revised 5/02/91

EXHIBIT A

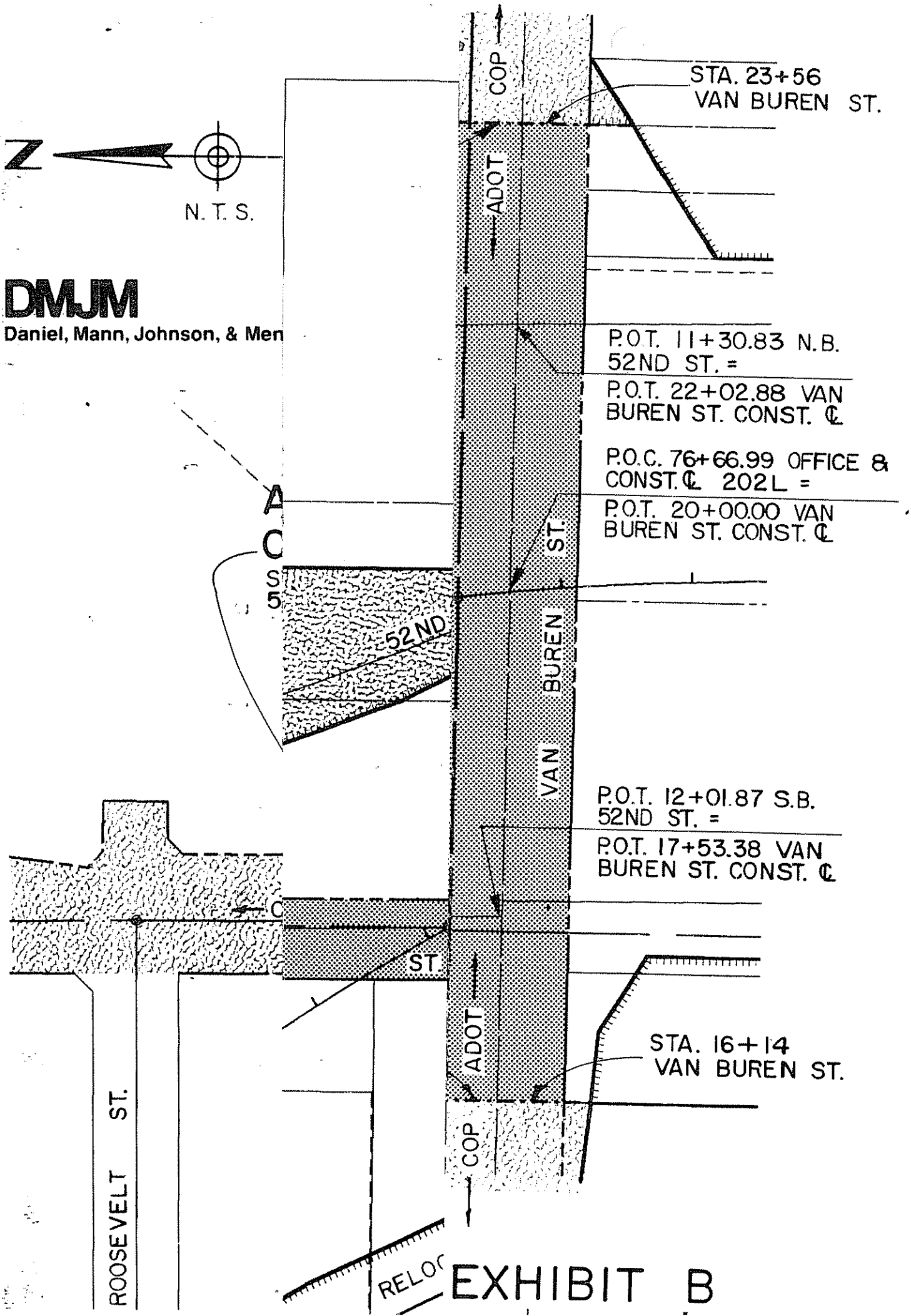
N. T. S.
DMJM
Daniel, Mann, Johnson, & Men
COP
ADOT
STA. 23+56
VAN BUREN ST.
P.O.T. 11+30.83 N.B.
52ND ST. =
P.O.T. 22+02.88 VAN
BUREN ST. CONST. ℄
P.O.C. 76+66.99 OFFICE &
CONST. ℄ 202L =
P.O.T. 20+00.00 VAN
BUREN ST. CONST. ℄
52ND
VAN BUREN ST.
P.O.T. 12+01.87 S.B.
52ND ST. =
P.O.T. 17+53.38 VAN
BUREN ST. CONST. ℄
ST.
ADOT
STA. 16+14
VAN BUREN ST.
COP
ROOSEVELT ST.
RELOC

EXHIBIT B

JPA 91-02

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PHOENIX, 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.

DATED this 13th day of May, 1991.

ACTING *City Attorney*

1979j