A. G. Contract No.KR921102TRN
PHOENX File: 62923
ECS File: JPA 92-64
Project: RAM 600-0-504/H079706C
L-101 Agua Fria Fwy
Section: 75th Ave - 31st Ave

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

THIS AGREEMENT is entered into 14 August, 1992, 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 CITY 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. Incident to the State's construction of improvements to the Agua Fria Freeway (L-101) frontage roads in the vicinity of 35th Avenue, it is necessary to reconstruct a 463 lineal foot varying height retainer wall with associated wrought iron fencing, at an estimated cost of $59,260.75. A portion (321 lineal foot), which is situated within the City outside of the State's right-of-way is at the City's expense, hereinafter referred to as the Project.

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

NO. 17014
FILED WITH SECRETARY OF STATE
Date Filed 08/14/92
Richard Mahoney
Secretary of State
By [illegible]

II. SCOPE OF WORK

1. The State will:

a. By change order to the State's existing construction contract, accomplish the retainer wall and fence improvement Project on behalf of the City and the State. Be responsible for any contractor claims for extra compensation attributable to the State.

b. Upon completion, approve and accept the Project on behalf of the City and the State, and provide maintenance inside the State's right-of-way.

c. Upon completion, invoice the City for its share of the Project, in the amount of $35,000.00.

2. The City will:

a. Be responsible for any contractor claims for extra compensation attributable to the City.

b. Upon completion and acceptance, and after 1 July 1992, reimburse the State for the City's share of the Project, in the amount of $35,000.00, within thirty days after receipt of an invoice.

c. Provide maintenance outside the State's right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; 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 change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

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.

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 Administratiion
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
125 East Washington Street
Phoenix, AZ 85004

7. Attached hereto and incorporated herein 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.

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 _____
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

ATTEST:

By _____
VICKY MIEL
City Clerk

4768j
17JUN

62923

JPA 92-64

RESOLUTION

BE IT RESOLVED on this 15th day of May 1992, that I, CHARLES E. COWAN, as 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 for the purpose of defining responsibilities for the construction and maintenance of a retaining wall/fence on the Agua Fria Freeway (L-101) at 35th Avenue.

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

Ray Ellis

for CHARLES E. COWAN, Director
Arizona Department of
Transportation

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62923

JPA 92-64

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 30th day of June 1992.

ACTING
City Attorney

BPM
1979j

62923

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

August 11, 1992

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-1102-TRN, 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 11th day of August, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7695G/07

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED
Formal Action: Bid Award ___ License Application ___ Other X
Ordinance ___ Resolution ___ Emergency Clause? ___ (Y/N)

PREPARED BY
Name: Daniel P. Matthews Phone 2-6871 W.P. Doc. No. 1382P-2
Backup Material being sent under separate cover? (Y/N) ___

RECOMMENDED BY
Department Name: Street Transportation Department
Date Prepared: 6/30/92 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: ___ Dept Approval: James H. Matteson, P.E
If prepared for a different department:
Dept. Name/Approval: ___

BID AWARD/ FORMAL ACTION
Bid Bond Required? No Performance Bond Required? No
Submitted by Low Bidder? No Amount? $___
Contract Required? ___ Requisition No. ___

Contract Amendment? ___ Current Contract No. ___
Approved by: Ord. ___ FA ___ on Date: ___

BUDGET INFORMATION
$ 35,000
Source of Funds: AHUR
Index Code(s): P-921924
Subobject(s): 4702
Availability of Funds Approval: Cecile Pettle

CITY MANAGER'S OFFICE

Approved by: Jack Tevlin 7/6/92 C.M. Control Number: 926

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766 RCA Number: 7903

COUNCIL SUPPORT Item Number: 126.7 Agenda Date: 07/08/92

Ordinance Number: ___ Resolution Number: ___

AGENDA ACTION This Item was: Approved

Contract Number (if applicable): 62923

Comments: ___

PROPOSED ADOPTION
ITEM 126.7
AGENDA DATE: 7/8/92
DISTRICT NO. 1
Agreement with the State of Arizona and the City of Phoenix for the Construction of a Retaining Wall on the Agua Fria Freeway at 35th Avenue

Request to authorize the City Manager to enter into an agreement with the State of Arizona through its Department of Transportation (ADOT) to construct a 463 lineal foot, varying height, retaining wall with associated wrought iron fencing. A portion of the wall (321 LF) is situated within the City outside of the State's right-of-way.

The State will construct the retaining wall and wrought iron fence. Upon completion, the State will accept the project on behalf of the City and the State and will provide maintenance inside the State's right-of-way.

The City will, upon completion and acceptance, reimburse the State for the City's share of the project in the amount of $35,000.00. The City will also provide maintenance outside the State's right-of-way.

8490s