A. G. Contract No. KR92-2945-TRN
ECS File: JPA-92-130
Project: SR-87/Mesa-Payson Hwy.
TRACS No.: H 2729 01C
Section: McDowell Rd.-Shea Blvd.

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 13 March, 1995, 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 SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and through its COMMUNITY COUNCIL (the "SRPMIC").

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 SRPMIC is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter this agreement and has authorized the undersigned to execute this agreement on behalf of the SRPMIC.

3. The State has the use of SRPMIC lands of which State Route 87 ("SR-87") has been constructed under a Grant of Right-of-Way ("the Grant"), of September 17, 1953 to Maricopa County, Arizona, which thereafter on July 26, 1960 was transferred to the State with the consent of the SRPMIC. The Grant was for an easement 200 feet wide. Under the laws of the SRPMIC, a road cannot be widened by more than 5 feet without the enactment by the Community Council. The parties hereto recognize that certain other agreements must be made.

NO. 19574
FILED WITH SECRETARY OF STATE
Date Filed 03/13/95
Jane Dee Hull
Secretary of State
By Vicky Greenwood

RECEIVED
MAR 07 1995
SALT RIVER AGENCY

4. The State has determined that it requires the road now constructed on the easement, be widened within the present easement. The State has in the Federal Highway Fund Program, a project to widen and reconstruct SR-87 between the McDowell Road and Shea Boulevard.

5. In addition to the reconstruction of SR-87 it is necessary to include the realignment of Oak Street, Center Street, and North Mesa Drive intersections. Specific improvements will include but not be limited to materials, labor, contingency, traffic maintenance, mobilization, and preliminary and construction engineering.

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

II. SCOPE OF WORK

1. The State will:

a. Design the reconstruction of SR-87, the realignment of Oak Street, Center Street and North Mesa Drive intersections in conjunction with the reconstruction of SR-87, and design the drainage channel.

b. Submit to the SRPMIC, preliminary design documents at the 30%, 60%, and 95% stage for review and comment. Incorporate the SRPMIC's review comments as appropriate, to ascertain whether the bridge barrier, retaining walls, equestrian/pedestrian underpass and northern entry feature meet the aesthetic requirements, as shown on Exhibit "A", attached hereto and made a part hereof.

c. Call for bids and award one or more construction contracts to reconstruct SR-87 and realign said intersections listed in 1. a. above. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

d. On a monthly basis, invoice the SRPMIC for fifty percent (50%) of the actual cost for construction realignment of said intersections listed in 1. a. above.

e. Be responsible for noise mitigation, construction of a chain link fence, irrigation and landscaping as shown on the project plans from Station 511+00 Lt. to Station 523+00 Lt. to buffer the noise from the Woods' property. Maintain irrigation and establishment of plantings for one (1) year after completion of construction.

f. Acquire right of way necessary for the reconstruction of State Rout 87 plus relocation costs, all of which will be contained in an agreement between the allotted landowners of the "Miles" property, the State and the SRPMIC. The SRPMIC will participate in the relocation costs involved with the "Miles" property.

2. The SRPMIC will:

a. Process any necessary road right of way application and submit said application for recordation at the Southwest Title Plant, Albuquerque, NM.

b. Review and comment on design plans for the reconstruction of SR-87 as necessary, providing specific input to finalize aesthetic design by the State's preliminary design (60%) stage. The features include:

Bridge barrier, retaining walls, equestrian/ pedestrian underpass, and two (2) entry features at the northern and southern limits of the Project. This aesthetic design will be of the general form shown in Attachment "A".

c. Provide all necessary environmental and archaeological clearances for the reconstruction of SR-87, prior to the State's advertisement for bid. Merna Lewis 3/8/95

d. Provide any necessary temporary easements or permits required for the construction of intersections listed in 1.a. above and the joint use drainage channel from Center Street, at no cost to the State.

e. Provide temporary construction easements along SR-87 for slope construction activities adjacent to the 200' easement and construction of entry features and access turnouts and other construction activities on Community land. (Slope rounding will improve the aesthetics and increase the possibility of revegetation; slope flattening will eliminate the need for retaining walls.) The charge for the TCEs will be paid by the State in the amount to be determined by agreement of the parties.

f. Cooperate with the State to accomplish noise mitigation stated in 1.e., and the expeditious processing of any road right of way applications and approvals.

g. Be responsible ~~to secure from the Bureau of Indian Affairs funds~~ to pay fifty percent (50%) of actual cost for construction realignment of said intersections listed in 1.a. above. Merna Lewis 3/8/95

h. Coordinate construction activities and requirements between the State and the SRPMIC as necessary. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the SRPMIC.

i. Upon the State's completion of the one (1) year establishment period, be responsible for the maintenance of the landscape and irrigation as in e.ii.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; 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 filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of State employees.

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 and for contracts relating to reservation lands in 25 U.S.C. Section 416a (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, Mail Drop 616E
Phoenix, AZ 85007

U.S. Department of Interior
Bureau of Indian Affairs
Salt River Agency
10000 E. McDowell Road
Scottsdale, AZ 85256

Salt River Pima-Maricopa Indian Community
Tribal Administration
10155 E. Osborn Road
Scottsdale, AZ 85256

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under applicable laws 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.

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

By Merna Lewis for 3-7-95
IVAN MAKIL Date
President

STATE OF ARIZONA
Department of Transportation

By Robert P. Mickelson
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

CONCUR:
BUREAU OF INDIAN AFFAIRS

By Walter R Mills 3-8-95
~~VERONICA MURDOCK~~ Date
WALTER R. MILLS
Phoenix Area Director

This agreement is hereby approved by the Bureau of Indian Affairs pursuant to 25 U.S.C. Section 81, as amended, as to form only, and the United States is not made a party hereto or made subject to any liability hereunder.

doc.#63
06MAR95

Post-it® Fax Note 7671	Date 2/11/95 # of pages ▶ ~~12~~ 12
To Ron Martinez	From Lynn Grandy
Co./Dept. SRPMIC	Co. ADOT
Phone # 850-8163	Phone # 712-8088
Fax # 850-7283	Fax # 712-7424

JPA 92-130

RESOLUTION

BE IT RESOLVED on this 16th day of December 1992, 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 Bureau of Indian Affairs and the Salt River Pima-Maricopa Indian Community for the purpose of defining responsibilities for the realignment of Oak Street, Center Street and North Mesa Drive, in conjunction with reconstruction of State Route 87.

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

Mary E. Peters
for JAMES S. CREEDON, Acting Director
Arizona Department of
Transportation

1204j/2

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY
Route 1, Box 216
Scottsdale, Arizona 85256

RESOLUTION No. SR-1588-93

WHEREAS, the Salt River Pima-Maricopa Indian Community Council (SRP-MICC) is vitally concerned over the need to widen and reconstruct State Route 87 (SR 87) between the McDowell Road intersection to the Shea Boulevard intersection to provide safe driving for the traveling public; and

WHEREAS, the SRP-MICC and the Arizona Department of Transportation (ADOT) recognized the need to develop a quality design of SR 87 which is sensitive to the aesthetic, cultural and environmental aspect of the project and which enhances implementation of Salt River Pima-Maricopa Indian Community (Community) land use plans; and

WHEREAS, ADOT through the Federal Highway Fund Program plans to widen and reconstruct SR 87 between the McDowell Road intersection to the Shea Boulevard intersection, and in conjunction with the reconstruction of SR 87, realign Oak Street, Center Street, and North Mesa Drive; and

WHEREAS, the project design concept report calls for intersection improvements including the realignment of said intersections by abandonment of 6.0 acres and the acquisition of 4.87 acres by the Bureau of Indian Affairs (Bureau); and

WHEREAS, the Community's share of fifty percent (50%) of construction cost for the intersection improvements will be paid from the Intermodal Surface Transportation Efficiency Act (ISTEA) Fund Program through the Bureau; and

WHEREAS, the SRP-MICC will require adequate assurances from ADOT that Federal Highway Administration has approved ADOT's request to specify use of Community supplied materials in reconstruction of SR 87, and Salt River Sand and Rock will be the contractor for construction of the drainage channel for the project; and

NOW, THEREFORE, BE IT RESOLVED by the SRP-MICC that it approves the request by ADOT to proceed with final design work and authorizes the Bureau to fund 50% of the intersection improvements at Oak Street, Center Street and North Mesa Drive through ISTEA fund, and authorizes the President or Vice President to execute any documents necessary to implement the final design phase for and in behalf of the Community.

C_E_R_T_I_F_I_C_A_T_I_O_N

Pursuant to the authority contained in Article VII, Section 1 (h) of the Constitution of the Salt River Indian Community, ratified by the Tribe, February 28, 1990, and approved by the Secretary of the Interior, March 19, 1990, the foregoing resolution was adopted this 11th day of August, 1993, at a duly called meeting held by the Community Council in Salt River, Arizona at which a quorum of 6 members were present by a vote of 6 for; 0 opposed; 3 excused.

SALT RIVER PIMA-MARICOPA
INDIAN COMMUNITY COUNCIL

Ivan Makil

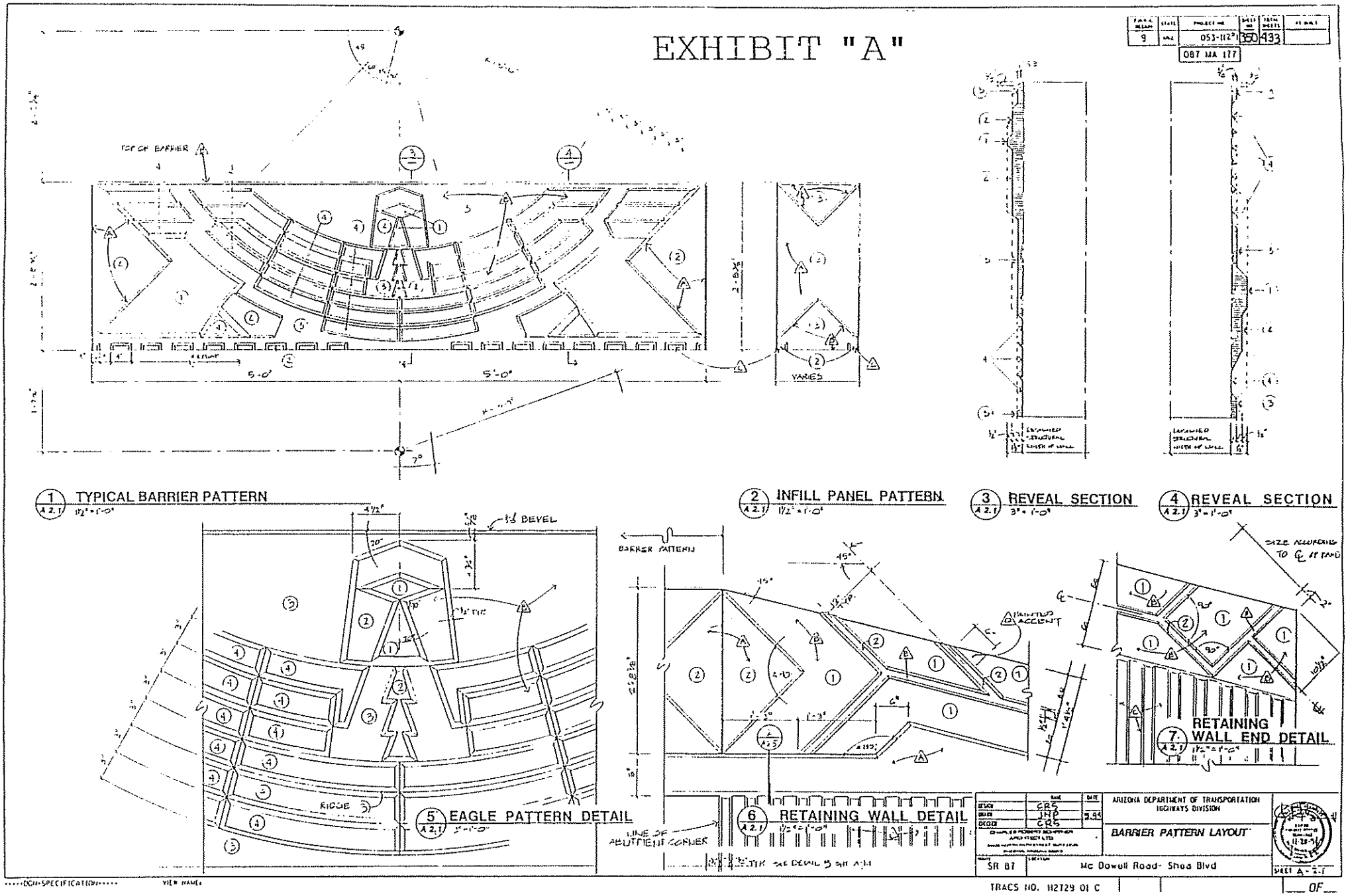
Ivan Makil, President

ATTEST:

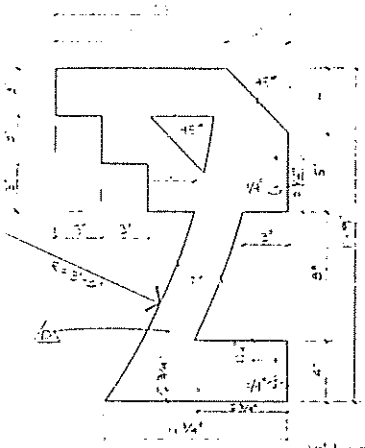
Lonita Jim

Lonita Jim, Secretary

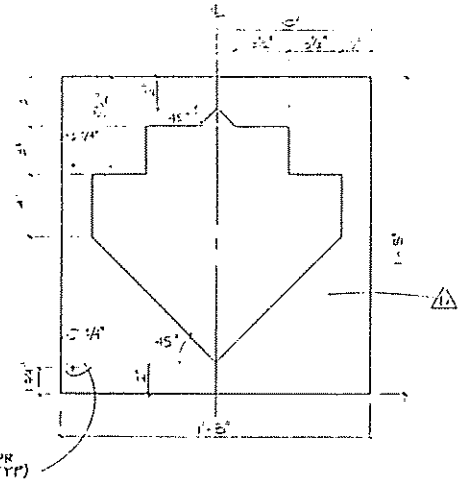
EXHIBIT "A"



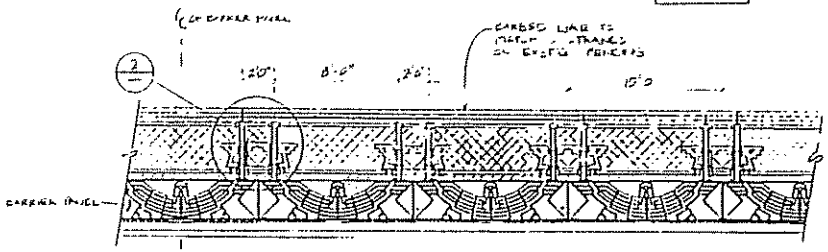
9
053-112
350
433
087 MA 177
TOP OF BARRIER
5'-0"
5'-0"
VARIES
1 TYPICAL BARRIER PATTERN
A 2.1
1½" = 1'-0"
2 INFILL PANEL PATTERN
A 2.1
1½" = 1'-0"
3 REVEAL SECTION
A 2.1
3" = 1'-0"
4 REVEAL SECTION
A 2.1
3" = 1'-0"
BEVEL
RIDGE
5 EAGLE PATTERN DETAIL
A 2.1
BARRIER PATTERN
PAINTED ACCENT
LINE OF ABUTMENT CORNER
6 RETAINING WALL DETAIL
A 2.1
SIZE ACCORDING TO ℄ OF PANEL
7 RETAINING WALL END DETAIL
A 2.1
1½" = 1'-0"
CRS
JNP
CRS
ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
BARRIER PATTERN LAYOUT
SR 87
Mc Dowell Road- Shea Blvd
SHEET A-2.1
TRACS NO. 112729 01 C
OF



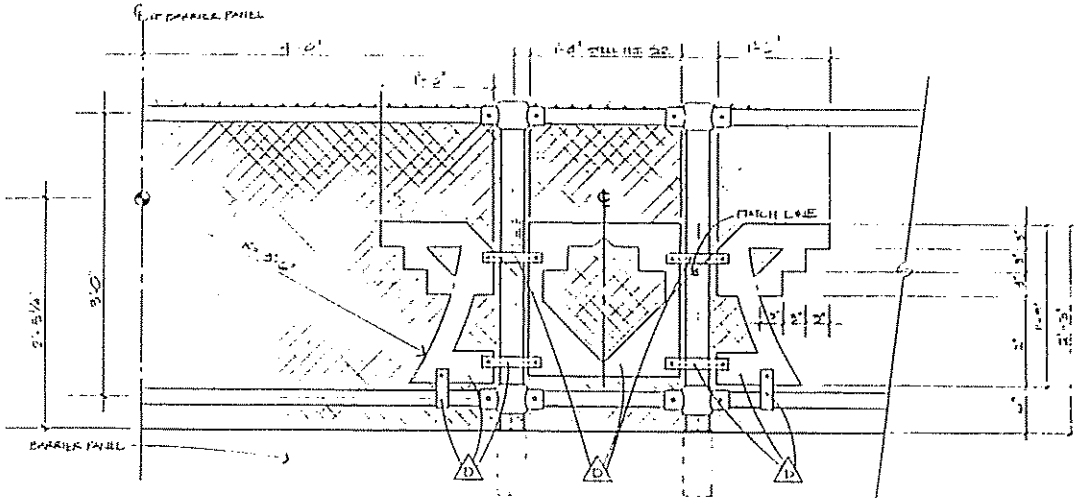
4 A 2.6 END GUSSET LAYOUT
3"=1'-0"



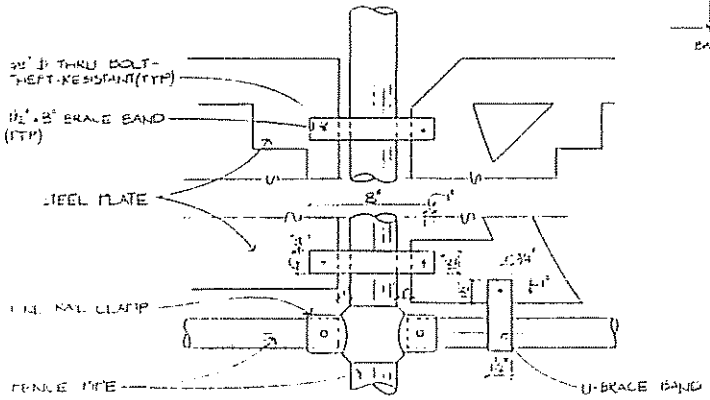
5 A 2.6 CENTER GUSSET LAYOUT
3"=1'-0"



1 A 2.6 GUSSET PLATE @ BARRIER PANEL FENCE
1/4"=1'-0"



2 A 2.6 DETAIL GUSSET PLATE
1 1/2"=1'-0"



3 A 2.6 DETAIL GUSSET PLATE
3" = 1'-0"

EXHIBIT "A"

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

BARRIER PANEL
FENCE DETAILS

SR 87 | Mc Dowell Road- Shea Blvd

SHEET A-2.6

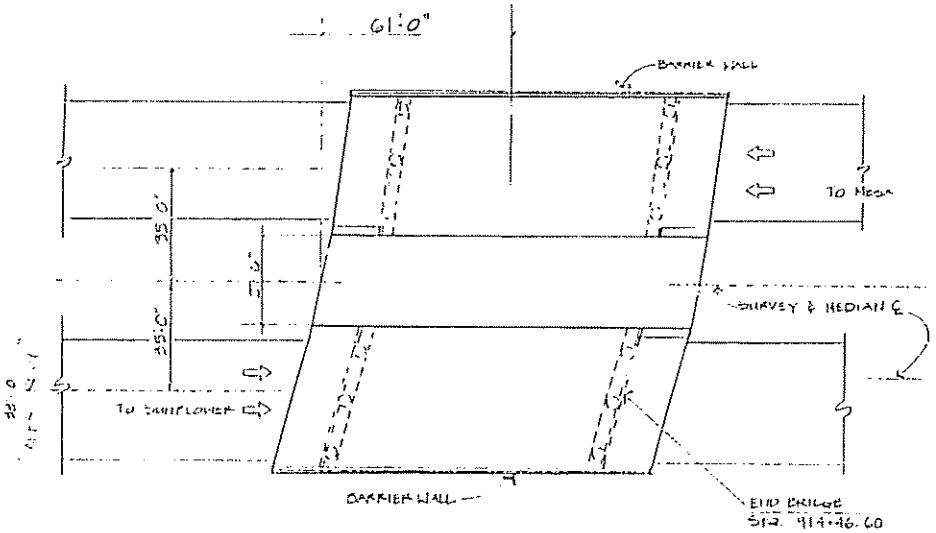
TRACS NO. H2729 01 C

OF

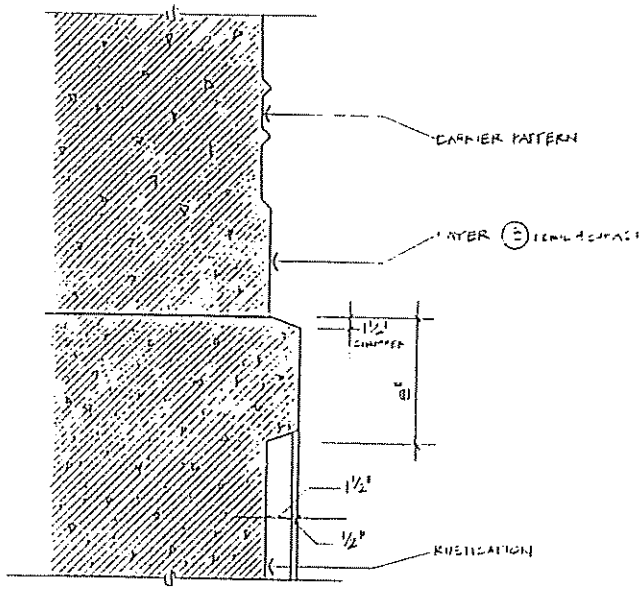
DGN-SPECIFICATION
SYSTIME
VIEW NAME

FEDERAL REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9	AZ	053-1(29)	359	433

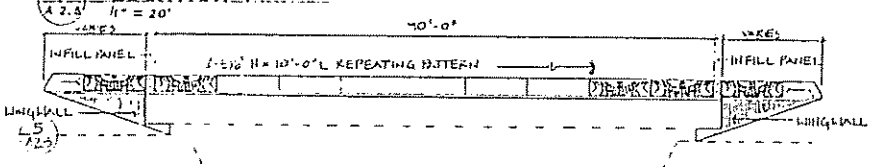
087 MA 177



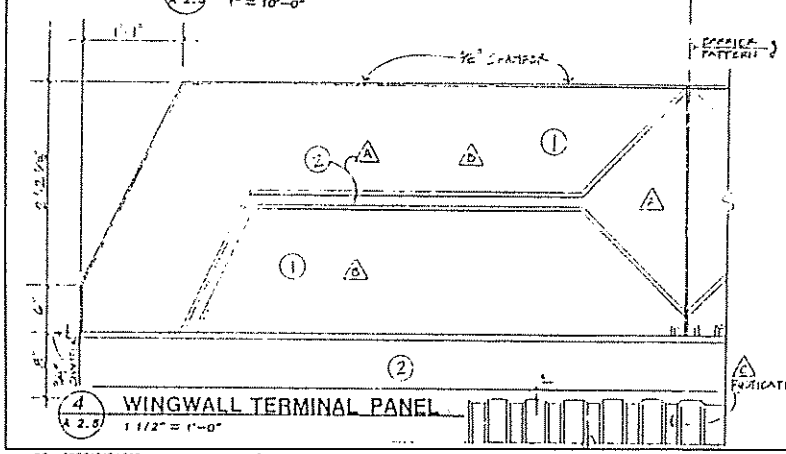
1 LOCATION PLAN
A 2.5 1" = 20'



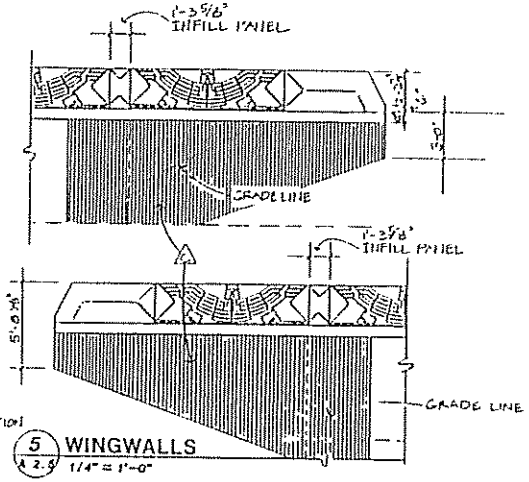
2 BARRIER PANEL TO RETAINING WALL TRANSITION
A 2.5 3" = 1'-0"



3 BRIDGE EXTERIOR BARRIER & WINGWALLS
A 2.5 1" = 10'-0"



4 WINGWALL TERMINAL PANEL
A 2.5 1 1/2" = 1'-0"



5 WINGWALLS
A 2.5 1/4" = 1'-0"

EXHIBIT "A"

DESIGN	CRS	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION
DRAWN	JMP	9-91	C.A.P. CANAL BRIDGE
CHECKED	CRS		
SR 87			Mc Dowell Road- Shea Blvd

SHEET A-2 OF

*****DGN*SPECIFICATION***** VIEW NAME:
*****SYSTIME*****

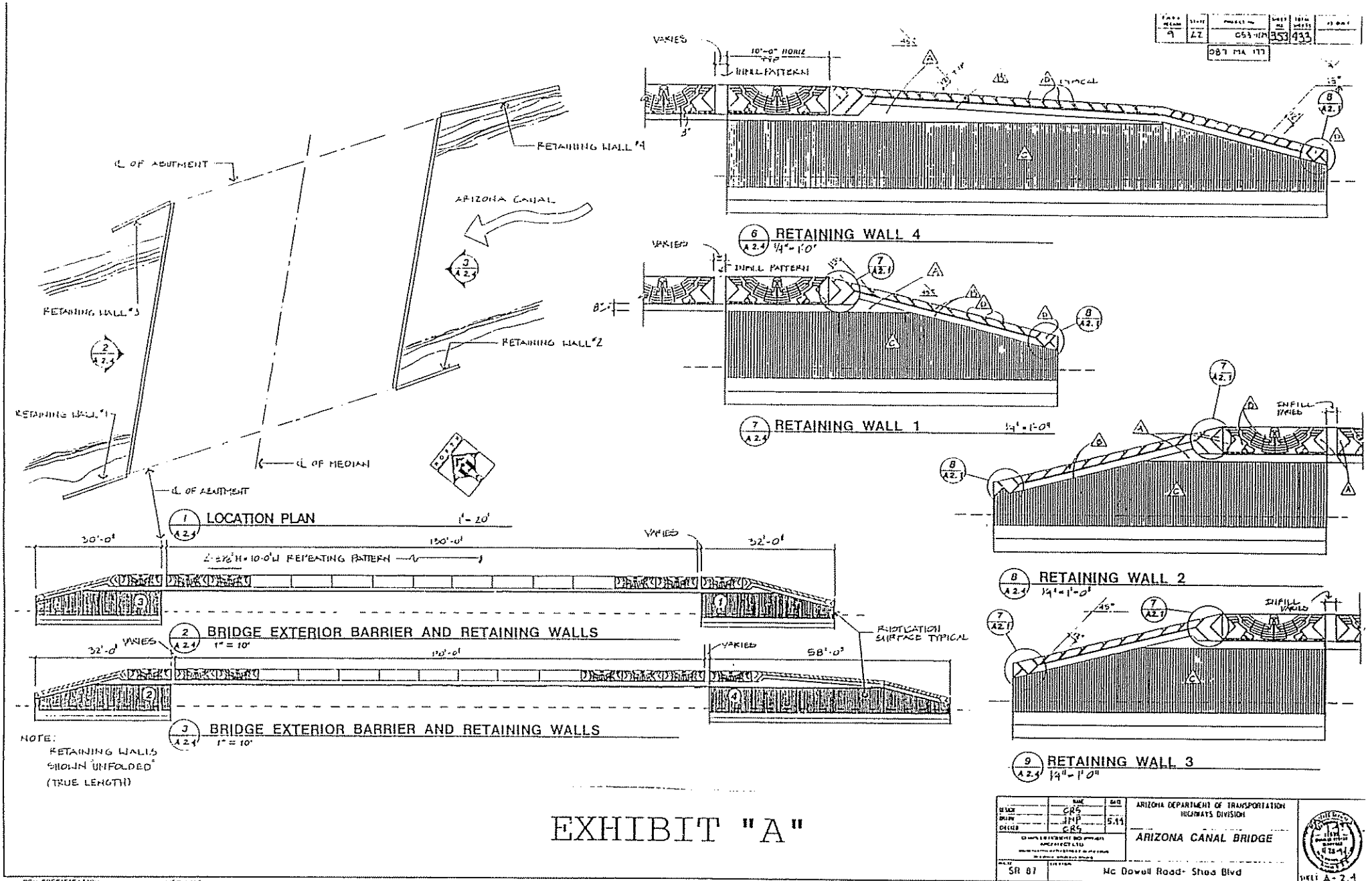


EXHIBIT "A"

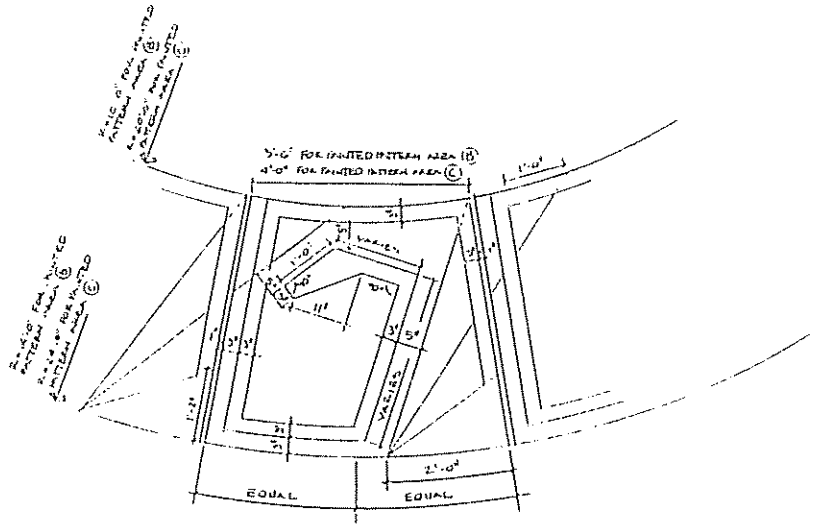
DESIGN	CRS		ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION
DRAWN	JMP	5.11	ARIZONA CANAL BRIDGE
CHECKED	CRS		
SR 87			Mc Dowell Road- Shea Blvd

SHEET A-2.4 OF

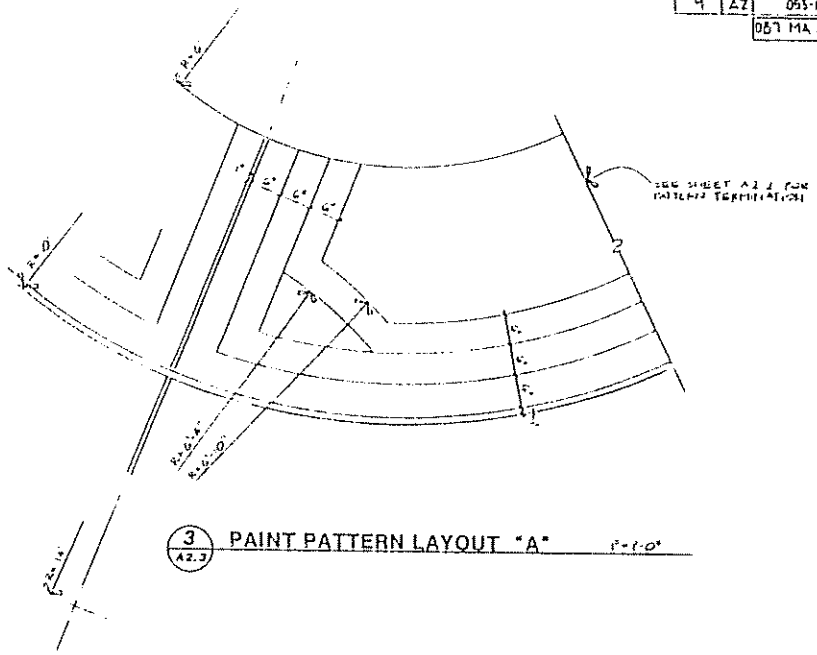
DGN-SPECIFICATION
SYSTEM
VIEW NAME

FED. RD. DIV.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	REMARKS
9	AZ	053-1(29)	352	433	

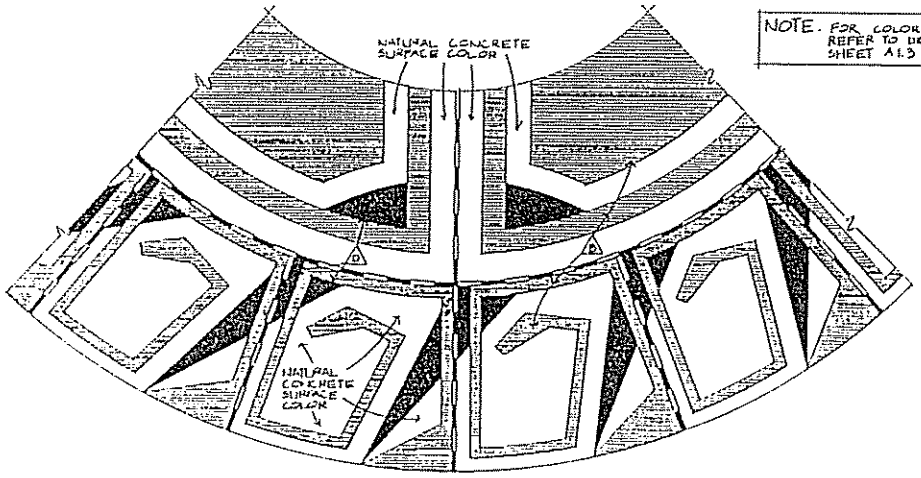
087 MA 177



1 A 2.3 PAINT PATTERN LAYOUT "B" AND "C" 1"=1'-0"



3 A 2.3 PAINT PATTERN LAYOUT "A" 1"=1'-0"



NOTE. FOR COLOR NOTES REFER TO DRAWING SHEET A1.3

2 A 2.3 COLOR SEPARATION 1/4"=1'-0"

EXHIBIT "A"

DESIGN	CRS	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION
DRAWN	JMP	5.95	
CHECKED	CRS		HORNE ROAD PEDESTRIAN / EQUESTRIAN UNDERPASS
CHAIN ENVIRONMENT BOUNDARY AND SPECIALTIES			
SR 87			Mc Dowell Road- Shea Blvd

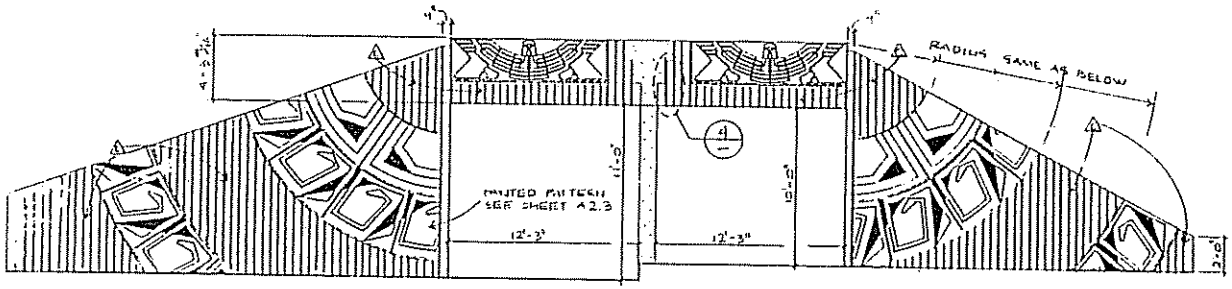
SHEET A-2.3

OF

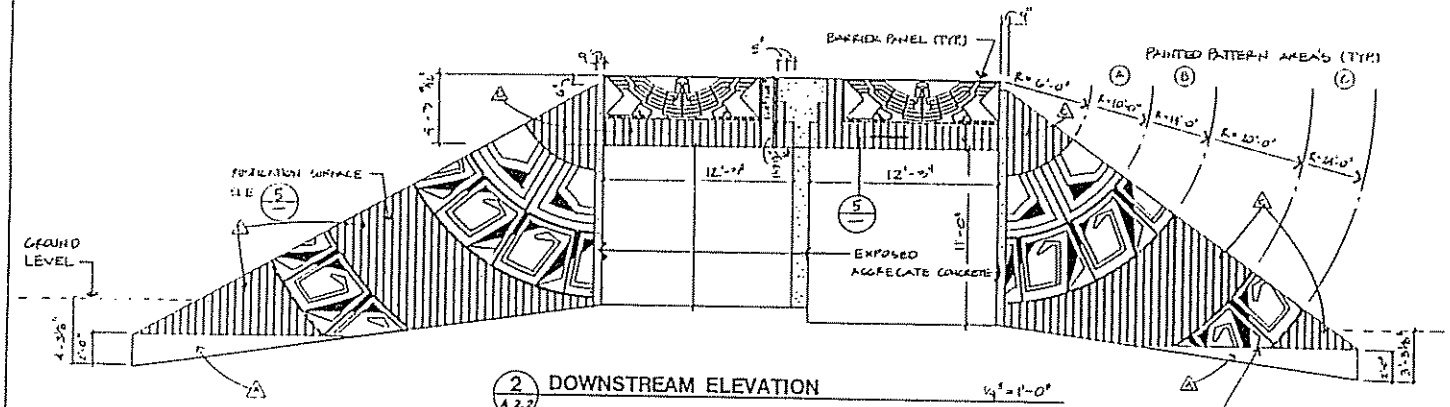
*****DGN-SPECIFICATION***** VIEW NAME:
*****SYSTIME*****

FAIRA REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9	ARIZ.	053-11291	351	933

087 MA 177

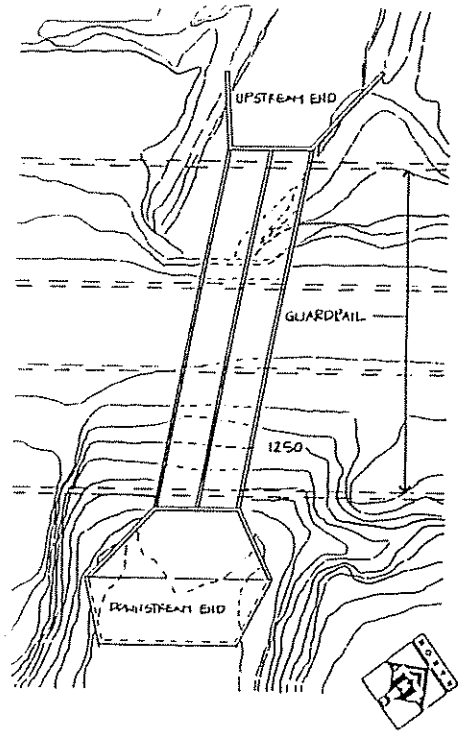


1 A 2.2 UPSTREAM ELEVATION 1/4" = 1'-0"

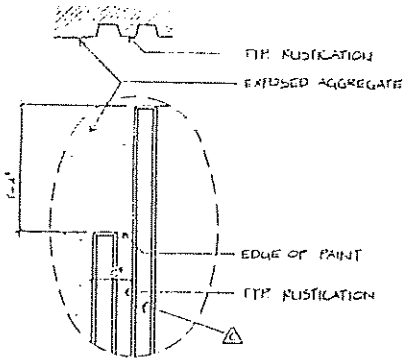


2 A 2.2 DOWNSTREAM ELEVATION 1/4" = 1'-0"

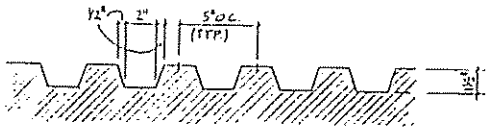
NOTE: SEE SHEET A2.3 FOR PAINTED PATTERN GEOMETRIC LAYOUT & COLOR



3 A 2.2 SITE PLAN 1" = 20'
SEE CIVIL FOR MORE INFORMATION



4 A 2.2 CENTER PARAPET DETAIL 1 1/2" = 1'-0"



5 A 2.2 TYP. RUSTICATION PATTERN 3" = 1'-0"

EXHIBIT "A"

DESIGN	CRS		ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION
DRAWN	JMP	5/33	
CHECKED	CRS		HORNE ROAD PEDESTRIAN / EQUESTRIAN UNDERPASS
PROJECT	SR 87		Mc Dowell Road- Shea Blvd

TRACS NO. 112729 01 C

SHEET 2 - 7 OF

JPA 92-130

APPROVAL OF

THE SALT RIVER PIMA-MARICOPA

INDIAN COMMUNITY TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 8th day of March, 1995.

Tribal Attorney

doc#4

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2945-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 8 day of March, 1995.

GRANT WOODS
Attorney General

JOE ACOSTA, JR.
Assistant Attorney General
Transportation Section

JRR:ggt
8737G/70