A. G. Contract No. KR93-0290-TRN
ECS File: JPA-93-20
Project: City of Phoenix
Central Library
Section: I-10 Deck Park
65308

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

THIS AGREEMENT is entered into 4 June, 1993, 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 II, 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. The City desires to construct the Phoenix Central Library within the State's right of way, located at the north side of the I-10 Deck Park structure. Because of the extensive engineering review and construction inspection required to safeguard the structural integrity of the Deck structure, the State will employee oversight consultants on its behalf. The purpose of this agreement is to define the responsibilities of each party.

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

NO. 17625
FILED WITH SECRETARY OF STATE
Date Filed 06/04/93
Richard Mahoney
Secretary of State
By Vicky V. Croenewold

## II. SCOPE OF WORK

1. The State will:

a. Contract consultant(s) to perform oversight functions including post-design services and load manual revisions at an estimated cost of $82,587.

b. Request consultant(s) to respond within the turnaround times shown in Exhibit "A", attached hereto and made a part hereof.

c. Upon execution of this agreement, invoice the City $82,587 for the proposed consultant(s) services.

d. Invoice the City on a monthly basis for the State's engineering review and construction oversight inspection. Provide a monthly detail addressing any increase of the above charges.

e. Upon completion of the City's project and receipt of the final invoice from the Consultant(s), invoice or reimburse the City using actual costs.

2. The City will:

a. Call for bids and award one or more construction contracts. Administer same and make all payments to the contractor. Be responsible to all claims due to City's project.

b. Be responsible for all actual oversight function costs associated with the construction of the Phoenix Central Library, estimated at $82,587 for consultant(s), and $10,000, for the State.

c. Be responsible for any design and construction costs incurred by the State to repair any damage done by the City's contractor to the State's facilities.

d. Upon execution of this agreement and receipt of an invoice, remit to the State $82,587, the estimated cost for the proposed Consultant(s) services.

e. Upon completion of the construction, reimburse the State for actual costs incurred by the State and it's Consultant(s) for the oversight functions.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction; 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.

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

City of Phoenix
Mr. Leslie H. Thomas, AIA, City Architect
Engineering and Architectural Services Dept.
125 E. 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**

By Kenny W Harris
KENNY W. HARRIS, P.E.
City Engineer

**STATE OF ARIZONA**
Department of Transportation

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

Attest:

By Vicky Mel
CITY CLERK

65308

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RESOLUTION

BE IT RESOLVED on this 12th day of February 1993, that I, THOMAS R. WARNE, 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 for the purpose of the State's consultants assistance in performing required inspections of the City's construction of the Phoenix Central Library on the north side of the I-10 deck structure, within the State's right of way.

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

Mary E. Peters
for THOMAS R. WARNE, Acting Director
Arizona Department of
Transportation

1204j/2