AG Contract No. KR95 2307TRN
ADOT ECS File No. JPA 95-174
Project No.: STP-GDY-0(1)P
TRACS No.: SS389 01C
Project: Vinyard Road, Estrella Parkway - Bullard Avenue

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

THIS AGREEMENT is entered into 19 December, 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 CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 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 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. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

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FILED WITH SECRETARY OF STATE
Date Filed 12/19/95
Jane Dee Hull
Secretary of State
By Vicky Glasenwood

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.

7. The work embraced in this agreement and the estimated costs are as follows: AC Paving, Bicycle Lanes.

Estimated Project Cost (incl. 15% CE costs)	$ 506,399.00
Federal Aid Funds (MAG Cap)	$ 361,600.00
City Funds Share	$ 144,799.00
Five Percent Surcharge	$ 22,017.00
Total City Funds	$ 166,816.00*

* - This includes a five percent surcharge per Local Government Engineer Memo of 4 April 1994.

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

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State, as authorized agent for the City, with the aid and consent of the City and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the City and the FHWA, enter into a contract with a firm to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the City and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to incur such expenditure in excess.

2. Prior to the solicitation of bids, the City shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by the State, the City and the FHWA as stipulated in this agreement. Therefore, City agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

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

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

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

7. 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.

8. 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:

Department of Transportation Joint Project Administration 205 S. 17th Avenue - 616E Phoenix, AZ 85007	City of Goodear City Manager 119 N. Litchfield Road Goodyear, AZ 85338

9. 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 GOODYEAR

By William O. Arnold
WILLIAM ARNOLD
Mayor

STATE OF ARIZONA
Department of Transportation

By Ron Thomas
for PETER L. ENO
Contract Administrator

ATTEST:

By Dee Cockram
DEE COCKRAM
City Clerk

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RESOLUTION

BE IT RESOLVED on this 2nd day of October 1995, that I, the undersigned LARRY S. BONINE, as Director of the 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, to enter into an agreement with the City of Goodyear for the purpose of defining responsibilities for the design, construction and maintenance of bicycle lane improvements to Vinyard Road, Estrella - Bullard Avenue.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

for LARRY S. BONINE
Director

Resolution No. 95-529

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXPRESSING THEIR INTENT TO ORDER THE IMPROVEMENT OF CERTAIN PARTS OF VINEYARD ROAD IN THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA; PROVIDING FOR AUTHORITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT; PROVIDING FOR SEPARABILITY; AND DECLARING AN EMERGENCY.

Whereas the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona believe it in the best interest of the City of Goodyear and the residents of the City of Goodyear to order the improvement of Vineyard Road in the manner set forth in this resolution and to enter into an Intergovernmental Agreement with the State of Arizona through its Department of Transportation for the purposes hereinafter set forth.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona as follows:

1. The Mayor and Council do herewith give notice of their intention to order a portion of Vineyard Road in the City of Goodyear improved in the manner hereafter set forth.

2. The proposed work in Vineyard Road is located in Maricopa County, State of Arizona, within the limits of the City of Goodyear between Estrella Parkway and Bullard Avenue. The work consists of removing the existing paving on Vineyard Road, widening the roadway, and placing new pavement therein. Other improvements include constructing curb and gutter along one side of Vineyard Road and installing catch basins and storm drains and restriping the roadway as well as constructing a new bike path within the roadway. The Mayor and Council of the City of Goodyear, Maricopa County, Arizona intend to order such improvement at a Council meeting thereof to be held on November 28, 1995 at 7:30 p.m. in the City Council chambers of the City of Goodyear, Arizona, 119 North Litchfield Road, Goodyear, Arizona.

3. The special provisions for the improvement and the plans and specifications therefor are on file in the office of the City Clerk of the City of Goodyear, Maricopa County, Arizona (119 North Litchfield Road, Goodyear, Arizona 85338) and shall be available for inspection at such office and all of the provisions and terms therein are herewith incorporated by reference thereto in this resolution.

4. The cost of the improvement shall not be assessed against property owners but shall be paid for in part through funds in the city's General Fund and in part by funds obtained through federal aid funds as referred to in the Intergovernmental Agreement hereafter approved.

BE IT FURTHER RESOLVED that the City of Goodyear, Maricopa County, Arizona enter into an Intergovernmental Agreement with the

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APPROVAL OF THE GOODYEAR CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF GOODYEAR 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 12th day of October, 1995.

Ronald L Keyser

City Attorney

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. KR95-2307-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 12th day of December, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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