AG Contract No. KR0-0342TRN
ADOT ECS File No. JPA 00-40
Project: RAM 101-B-501
TRACS No.: H5543 01D/H5543 01C
Section SR-101L Pima Freeway
Scottsdale Road – Pima Road
(Scottsdale Enhancements)
2000-034-COS

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

THIS AGREEMENT is entered into 30 May, 2000, 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 SCOTTSDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 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. Incident to the construction of SR-101L (Pima Freeway) bridges and crossroads project only, at Scottsdale Road Traffic Interchange and Pima Road Traffic Interchange (TI), contemplated by the State, the City has requested the State construct a number of utility, architectural and safety or aesthetic improvements within the Pima Freeway corridor, on behalf of the City, hereinafter referred to as "the Project". The items listed on, but not limited to, Exhibit "A", attached hereto and made a part hereof, are the estimated costs of $626,922.00, at City's expense. Additional related items may be added to the Project list with the mutual agreement of the City and the State.

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

NO. 24013
Filed with the Secretary of State
Date Filed: 05/30/00
Betsey Bayless
Secretary of State
By Vicki V. Greenwold

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City the estimated amount of $626,922 00, which shall be available to the State as required to pay actual monthly contractor payments for the construction cost of the Project (including up to 14% construction engineering and administration)

b. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Submit to the City for concurrence, and incorporate review comments as appropriate.

c. Hereby agree to be authorized agent for the City in association with construction of the Project and on behalf of the City, call for bids of the Project. Prior to the award of the Project, the State will notify the City of the bid amount to be awarded and either invoice the City for additional funds to be remitted, or, if the initial payment (which includes 14% construction engineering and administration costs) is greater than the bid amount plus 14%, then reimburse the City for the difference. The amount remitted shall be the bid amount plus 14% for construction engineering and administration costs.

d. Award one or more construction contract(s) to construct the Project(s), 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 the State.

e. Notify the City prior to the depletion of said account the amount of any additional monies necessary for completion of the Project.

f. Upon completion of the Project, submit to the City an invoice or reimbursement for the balance of the actual cost (which includes up to 14% for construction engineering and administrative costs and post design services) of the Project, based on a final recap accounting provided by the Project Manager and the Resident Engineer for the Project.

2. The City will:

a. Upon execution of this agreement and within thirty (30) days from receipt of an invoice, remit payment to the State, the estimated amount of $626,922 00, which shall be available to the State as required to pay actual monthly contractor payments for the construction cost of the Project (including up to 14% construction engineering and administration)

b. Provide review comments as necessary to the design plans, specification and such other documents and services required for construction bidding and construction. Retain the right to inspect and approve all work related to the City's requested Project.

c. Upon notification from the State of the bid amount, remit additional funds if necessary, so the amount on deposit shall be the bid amount plus 14% for construction engineering and administration costs. Hereby designate the State as authorized agent for the City, for the construction and administration of the Project.

d. Be responsible for actual costs associated with the Project as defined herein (including up to 14% construction engineering and administration) and post design services, currently estimated at $626,922.00. Upon receipt of an invoice and documentation, remit to the State any additional monies estimated necessary for completion of construction (which includes up to 14% construction engineering and administration costs) and post design services of the Project.

e. Be responsible for any contractor claims for extra compensation due to delays or whatever reason, attributable to the City. In addition, be responsible for any and all change orders attributable to the City.

f. Upon completion and acceptance of the Project by the State on behalf of the parties hereto, provide maintenance to the Project, including but not limited to maintenance and painting of elements listed in Item No. 1 of Exhibit A and maintenance of Items 2 through 4 as listed on Exhibit A.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. Not withstanding the preceding sentence, the City's obligations to maintain the Project shall be perpetual as to any aesthetic enhancements to structural elements of the Pima Freeway and as respects, all other elements of the Project(s) shall endure until the element is removed or abandoned in place.

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:

Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 616E
Phoenix, Arizona 85007

City of Scottsdale
Transportation Department
7447 W. Indian School Road
Scottsdale, Arizona 85251

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 SCOTTSDALE

By _____
SAM KATHRYN CAMPANA
Mayor

ATTEST

By _____
SONIA ROBERTSON
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DANIEL S. LANCE, P.E.
Deputy State Engineer

00-040 DOC
10Apr2000

EXHIBIT A
SUMMARY
IGA ESTIMATE BACKUP

PIMA FREEWAY – SCOTTSDALE TO PIMA ROAD
DESCRIPTION AND COST OF PAY ITEMS FOR THE CITY OF SCOTTSDALE

	ITEM	COST Total:	DESCRIPTION
1.	ARCHITECTURAL ENHANCEMENTS	$203,168	The aesthetic treatment of walls, piers and other features, as requested by the COS and prepared by Premier Engineering for the City.
2.	MISC. WATER WORK (16" WATERLINE BYPASS & 8" WATERLINE EXTENSION	$199,350	This item accounts for the installation of new facilities requested by COS and prepared by Pentacore AZ Consultants for the COS.
3.	MISC. SEWER WORK (COS SEWER LINE) CROSSING OF PIMA ROAD	$32,700	This item accounts for the installation of new facilities requested by COS and prepared by Pentacore AZ Consultants for the COS.
4.	BOX CULVERT (8' x 4' RCB UNDER PIMA ROAD)	$62,704	This accounts for the installation of a new box culvert under Pima Road for future drainage, requested by COS and prepared by Pentacore AZ Consultants for the COS.
5.	CONTRACTOR QUALITY CONTROL	$3,100	Contractor Quality Control is based on a prorated amount (8.90%) from Total Construction amount.
6.	CONSTRUCTION SURVEYING & LAYOUT	$5,200	Construction Surveying & Layout is based on a prorated amount (8.90%) from Total Construction amount.
7.	MOBILIZATION SHARE	$43,800	Mobilization Share is based on a prorated amount (8.90%) from Total Construction amount.
8.	14% CONSTRUCTION ENGINEERING	$76,900	
	Total:	**$626,922**	

Item No. 1 – Architectural Enhancements					
Item No.	Description	Unit	Quantity	Unit Cost	Total
9240050	Misc. Work (Architectural Details (Scottsdale Rd. Overpass)	L. Sum	1	$103,587	$103,588
9240108O	Misc. Work (Architectural Details (Pima Rd. Overpass	L. Sum	1	$99,580	$99,580
			Total Construction Cost:		$203,168

Item No. 2 – Miscellaneous Water Work										
			Scottsdale Road Bypass Water Line Sheets			Princess/Pima Water & Sewer Sheets				
Item No.	Description	Unit	U-2.2	U-2.3	U-2.4	U-2.5	U-2-6	Total Qty.	Unit Price	Total Amount
1	8" Dip Water Line and Misc. Fittings	LF				210	465	665	$50	$33,750
2	16" Dip Water Line and Misc. Fittings	LF	430	490	158			1078	$125	$134,750
3	16" Gate Valve, Box, Cover, & Debris Cap	EA	1	1	4			6	$3,800	$22,800
4	8" Gate Valve, Box, Cover, & Debris Cap	EA				2		2	$800	$1,600
5	2" Air Release/Vacuum Valve, COS 2348	EA			1	2		3	$1,900	$5,700
6	Curb Stop Flushing Valve, MAG 390, Type B	EA				1		1	$750	$750
									Lump Sum Total:	**$199,350**

Item No. 3 – Miscellaneous Sewer Work										
			Scottsdale Road Bypass Water Line Sheets			Princess/Pima Water & Sewer Sheets				
Item No.	Description	Unit	U-2.2	U-2.3	U-2.4	U-2.5	U-2-6	Total Qty.	Unit Price	Total Amount
1	12" Dip Sewer Line and Misc. Fittings	LF				170	0	170	$110	$18,700
2	5' Dia. Precast Concrete Sewer Manhole, Mag Std Det 420 w/Watertight Frame and Cover Per Mag Std. Det. 423 and Concrete Collar	EA				2	0	2	$6,000	$12,000
3	8' Stub and Plug, 12" Sewer Pipe, Mag 427	EA				2		2	$1,000	$2,000
									Lump Sum Total:	$32,700

Item No. 4 – Box Culvert

Item No.	ADOT Item No.	Description	Unit	Quantity	Unit Price	Amount
1	2030501	Structural Excavation	CY	964	$10	$9,640
2	2030506	Structural Backfill	CY	476	$20	$9,520
3	6010002	Structural Concrete (Class S) (F'C=3,000)	CY	164	$200	$32,800
4	6050002	Reinforcing Steel	LB	24,984	$0.35	$8,744
5	---	Pipe Plug Per Mag Std Det 427 (Modified)	EA	2	$1,000	$2,000
6	9999903	**Lump Sum Structure (Total of Itemized Costs)**	**LS**	**1**		**$62,704**

Notes:
- 180 LF of 8'x4' concrete box culvert, ADOT Std Det B-02.10
- No headwall to be constructed
- Excavation and backfill quantities estimated per ADOT Std Det B-19.50

JPA 00-40

RESOLUTION

BE IT RESOLVED on this 3rd day of March 2000, that I, the undersigned MARY E. PETERS, 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 Intermodal Transportation Division, to enter into an agreement with the City of Scottsdale, for the purpose of defining responsibilities for the design, construction, maintenance and funding of a number of City requested utility, architectural and safety or aesthetic improvements within the 101L, Pima Freeway at the Scottsdale Road Traffic Interchange (TI) and the Pima Road TI.

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

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 5514

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT NO. 2000–034-COS WITH THE STATE OF ARIZONA FOR THE PURPOSE OF PARTICIPATING IN THE CONSTRUCTION OF ENHANCED BRIDGES BY THE ARIZONA DEPARTMENT OF TRANSPORTATION ALONG THE PIMA FREEWAY ALIGNMENT AT SCOTTSDALE RD. AND PIMA/PRINCESS DRIVE.

WHEREAS, the Arizona Revised Statutes 11-951, et seq., provide that public agencies may enter into intergovernmental agreements for joint operation or cooperative action; and

WHEREAS, the Arizona Revised Statutes 48-572 authorizes municipalities to order the construction of such public improvements as are the subject of Intergovernmental Agreement No.2000-034-COS; and

WHEREAS, Section 3-1 of Article I of the Charter of the City of Scottsdale authorizes the City to enter into intergovernmental agreements with various public agencies.

NOW, THEREFORE, LET IT BE RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. Sam Kathryn Campana, Mayor, is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Intergovernmental Agreement No. 2000-034-COS with the State of Arizona for the purpose of participating in the construction of enhanced bridges by the Arizona Department of Transportation along the Pima Freeway Alignment at Scottsdale Rd. and Pima/Princess Drive.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona, this 17th day of April, 2000.

CITY OF SCOTTSDALE

By: Sam Kathryn Campana
Sam Kathryn Campana, Mayor

ATTEST:

By: Sonia Robertson
Sonia Robertson, City Clerk

APPROVED AS TO FORM:

By: for
David A. Pennartz, City Attorney

JPA 00-40

APROVAL OF THE CITY OF SCOTTSDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF SCOTTSDALE 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. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 18th day of April, 2000.

for

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR00-0342TRN, 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 May 22, 2000.

JANET NAPOLITANO
Attorney General

Susan E. Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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