AG Contract No.: KR 00-1988TRN
ADOT ECS File No. JPA 00-151
Project: Interstate 10 (I-10) 010-C-(003)
TRACS: H 5328 01C
Section: Elliot Road - Ray Road

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

THIS AGREEMENT is entered into _____, 2001 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 MANAGER, (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 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 Chapter II, Section 2.i. of the City Charter 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. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Interstate 10 within the City's limits at the following location.

> On the west side of Interstate 10, within the Project limits of milepost 157.74 at Elliot Road to milepost 159.97 south of Ray Road, a net distance of approximately 2.23 miles, as designated in the attached Maintenance Exhibit.

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

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation construction project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, at State's expense. The State will use color coded irrigation pipe to indicate the presence of reclaimed water, as required by law.

3. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better, as defined by Arizona Administrative Code (18 A.A.C. 11, Article 3) proposed May 5, 2000.

4. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will authorize and pay or waive any water development fees.

5. The City shall furnish all potable or reclaimed water at the design pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water, thereafter necessary to properly maintain the landscape, at City's expense.

6. All planned work by the City within the State's Control of Access shall be requested through the State's Phoenix Maintenance District Permits Office.

7. Should the City elect to deliver treated reclaimed water instead of potable water, the City shall furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.

8. After construction, the State will maintain the landscaping, irrigation system, and pay for irrigation system electric, all generally within the Control of Access, as designated in the attached Maintenance Exhibit.

9. At the conclusion of the contractor maintenance and warranty period, referred to in the contract as Landscaping Establishment, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system. At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation controllers and any booster pumps.

10. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

11. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

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

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

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 hereby 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 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 West Washington, 5th Floor
Phoenix, AZ 85003-1611

7. Attached hereto is the written determination of each party's legal counsel 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_____
THOMAS E. CALLOW, P.E.
Street Transportation Director

STATE OF ARIZONA
Department of Transportation

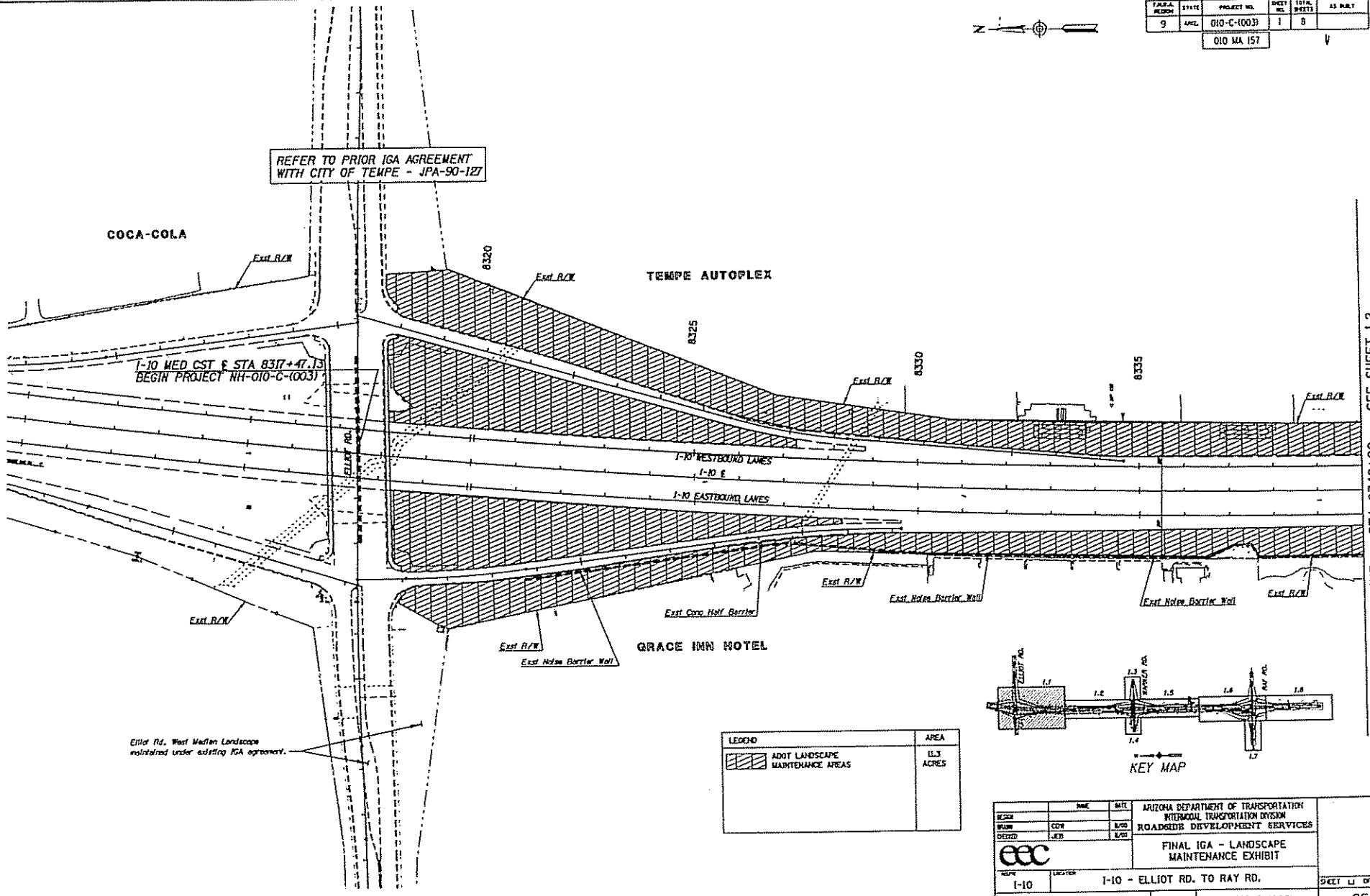
By _____
CATHERINE J. HEGEL
Contract Administrator

ATTEST

By _____
VICKY MIEL
City Clerk

00-151 doc
14Dec2000

F.A.H.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	1	8	
		010 MA 157			



LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	11.3 ACRES

JPA 00-150, 00-151, 00-152

	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JCB	8/00

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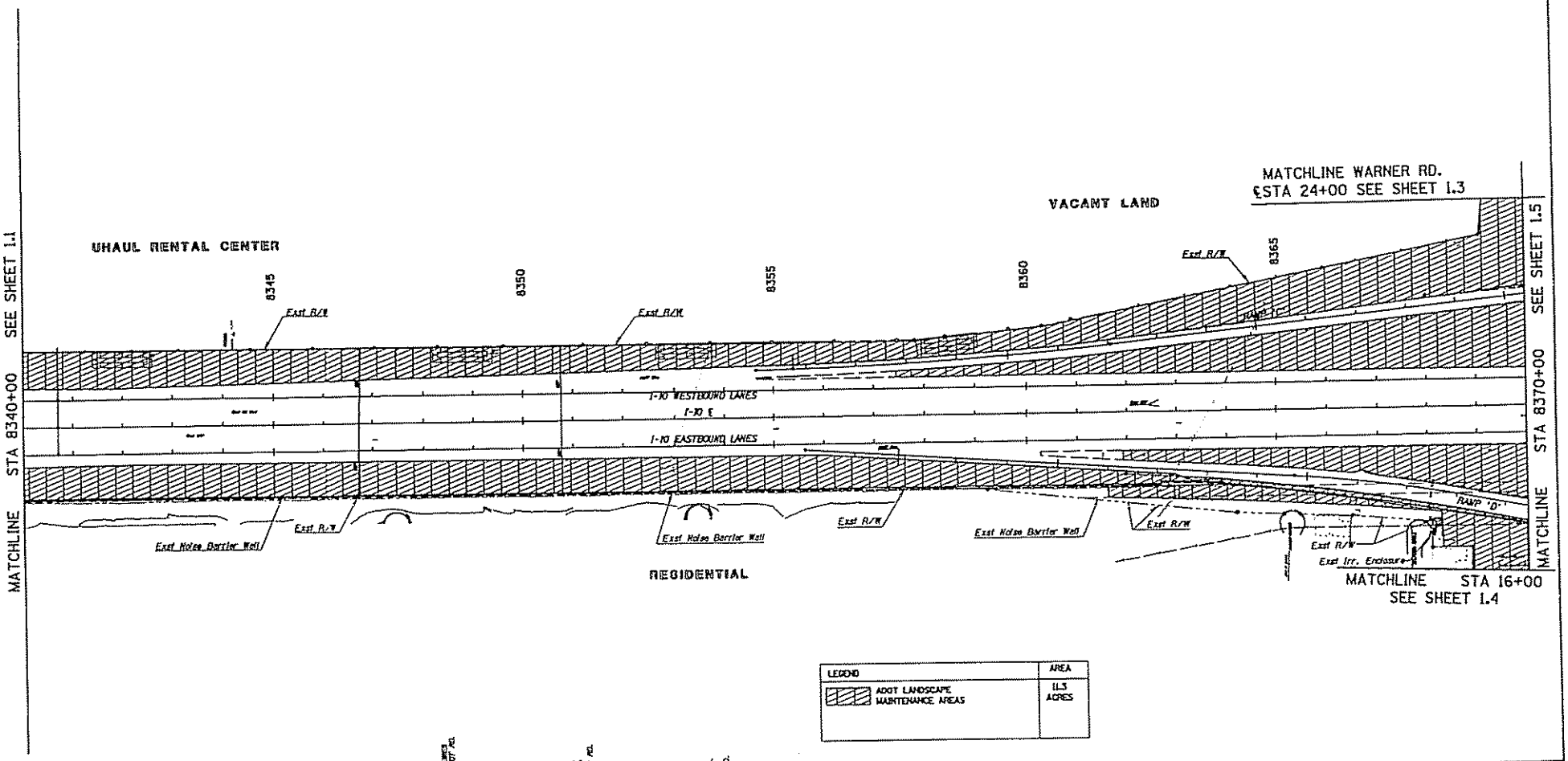
ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

FINAL IGA - LANDSCAPE MAINTENANCE EXHIBIT

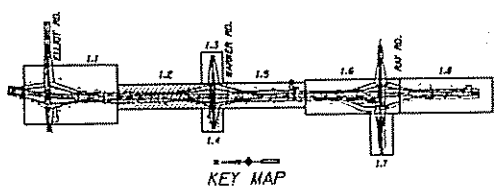
ROUTE	LOCATION	SHEET 11 OF 8
I-10	I-10 - ELLIOT RD. TO RAY RD.	
TRACS NO. H5328 01 C	010-C-(003)	__ OF __

SYSTIPE SPECIFICATION

F.A.H.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	2	8	
		010 MA 157			



LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	11.3 ACRES



KEY MAP

JPA 00-150, 00-151, 00-152

	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JEB	8/00

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

FINAL IGA LANDSCAPE MAINTENANCE EXHIBIT

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ROUTE	LOCATION	SHEET 1.2 OF 8
I-10	I-10 - ELLIOT RD. TO RAY RD.	
TRACS NO. H5328 01 C	010-C-(003)	___ OF ___

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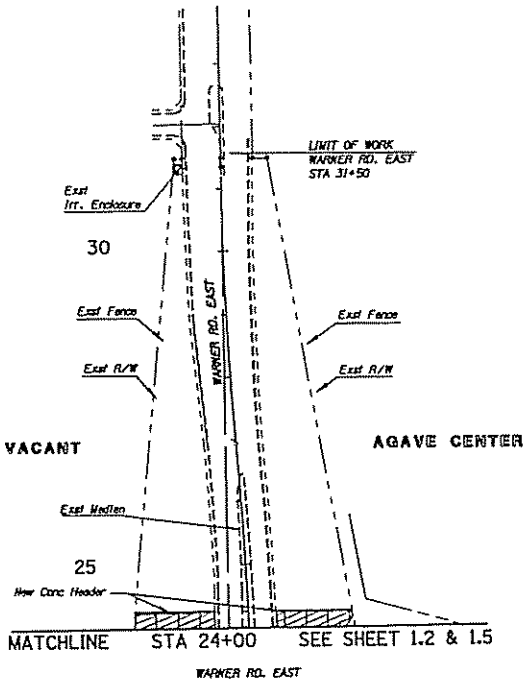
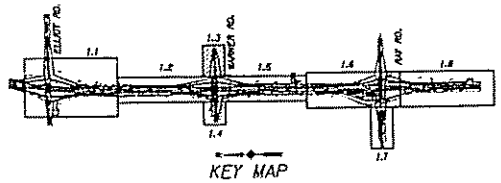
F.H.W.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	3	8	
		010 MA 157			

REFER TO PRIOR IGA AGREEMENT ADOT FILE NO. JPA 93-63



LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	11.3 ACRES



KEY MAP

	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JED	8/00

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

FINAL IGA LANDSCAPE MAINTENANCE EXHIBIT

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ROUTE	LOCATION	
I-10	I-10 - ELLIOT RD. TO RAY RD.	SHEET 1.3 OF 8
TRACS NO. H5328 01 C	010-C-(003)	- OF -

JPA 00-150, 00-151, 00-152

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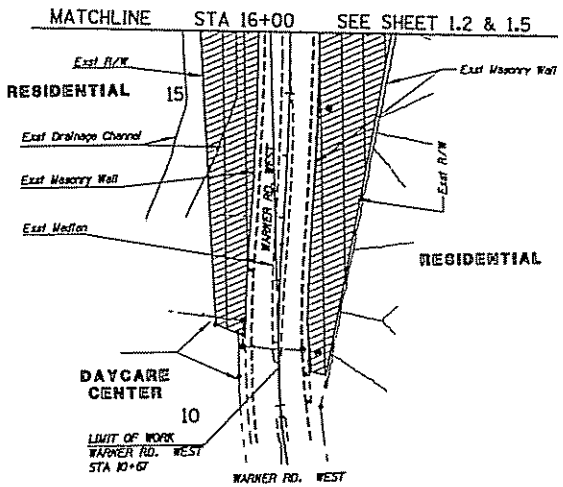
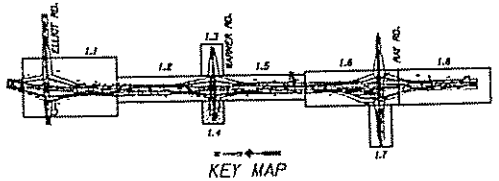
F.A.H.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	4	8	

010 MA 157

REFER TO PRIOR IGA AGREEMENT ADOT FILE NO. JPA 93-62



LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	1.7 ACRES
CITY OF PHOENIX LANDSCAPE MAINTENANCE AREAS	0.2 ACRES

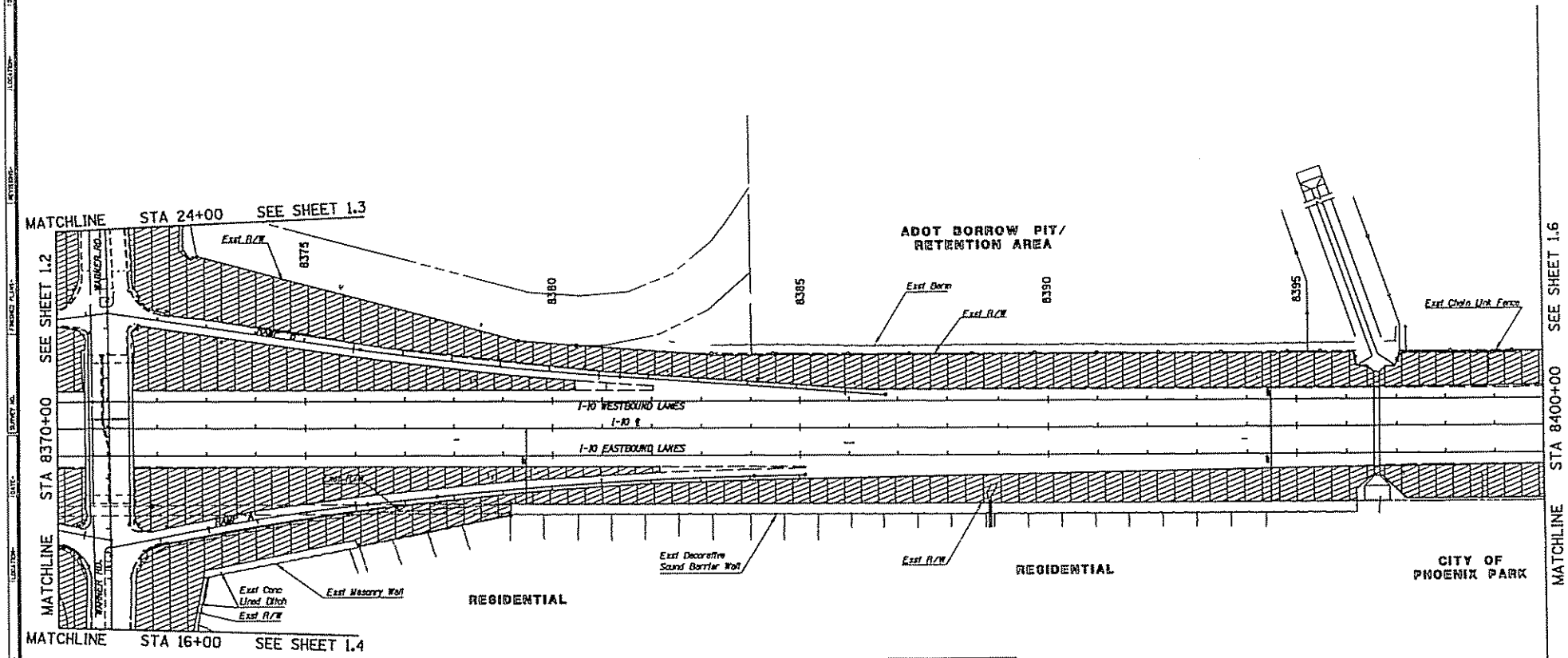


KEY MAP

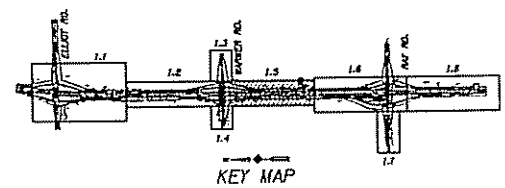
	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES
DESIGN			
DRAWN	CDW	8/00	
CHECKED	JCB	8/00	FINAL IGA - LANDSCAPE MAINTENANCE EXHIBIT
ROUTE I-10	LOCATION I-10 - ELLIOT RD. TO RAY RD.		SHEET L4 OF 3
TRACS NO. H5328 01 C		010-C-(003)	— OF —

JPA 00-150, 00-151, 00-152

F.A.R.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	5	8	
		010 MA 157			



LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	12.2 ACRES



JPA 00-150, 00-151, 00-152

	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JCB	8/00

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

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FINAL IGA LANDSCAPE
MAINTENANCE EXHIBIT

ROUTE	LOCATION	
I-10	I-10 - ELLIOT RD. TO RAY RD.	SHEET 1.5 OF 8
TRACS NO. H5328 01 C	010-C-(003)	- OF -

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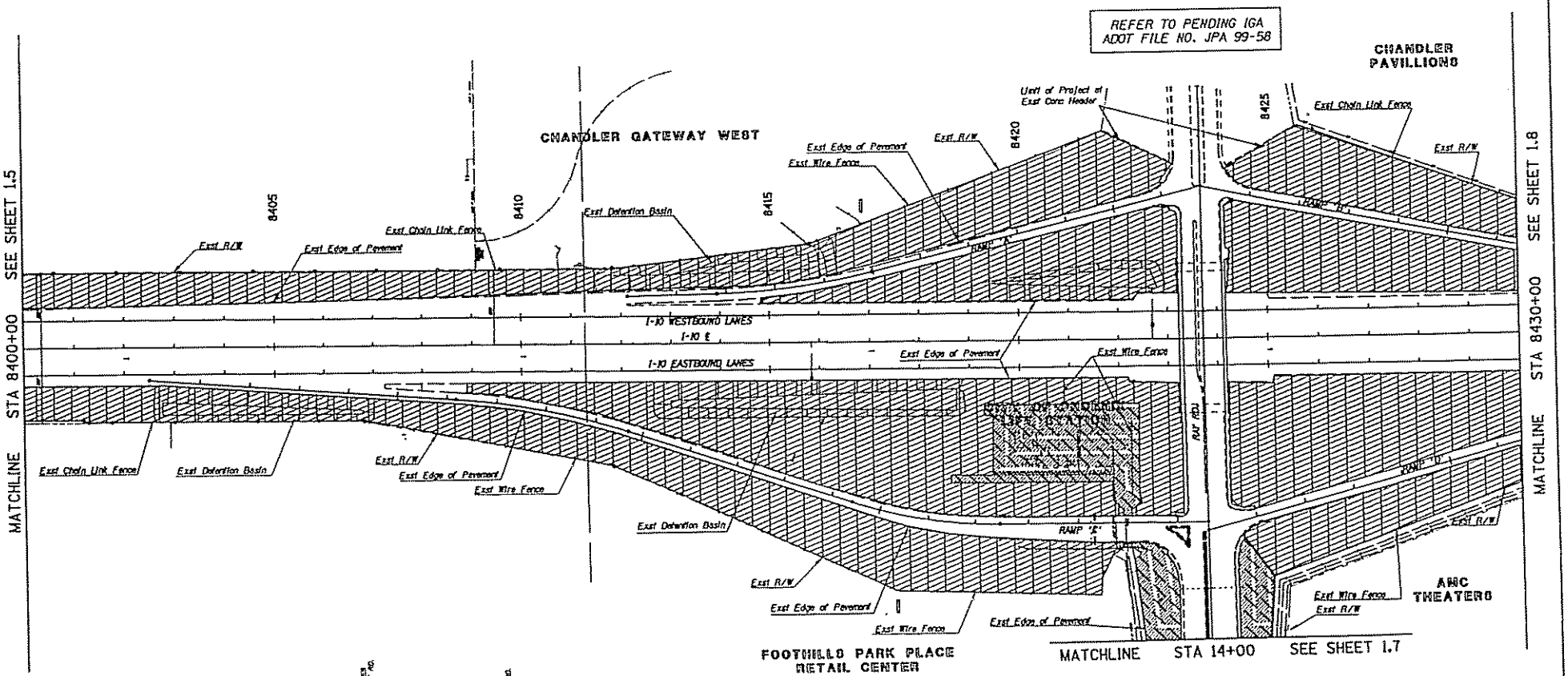
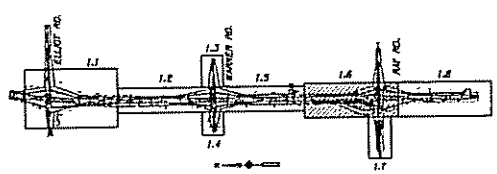
F.A.P.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	6	8	

010 MA 157





KEY MAP

LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	22.9 ACRES
CITY OF PHOENIX LANDSCAPE MAINTENANCE AREAS	1.8 ACRES

JPA 00-150, 00-151, 00-152

	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JEB	8/00

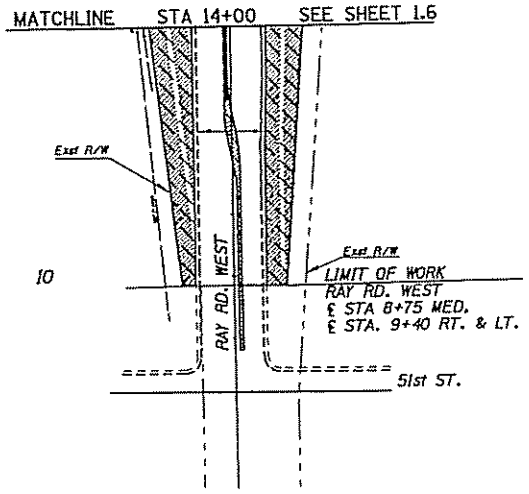
ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

FINAL IGA LANDSCAPE MAINTENANCE EXHIBIT

ROUTE	LOCATION	
I-10	I-10 - ELLIOT RD. TO RAY RD.	SHEET 1.6 OF 8
TRACS NO. H5328 01 C	010-C-(003)	- OF -

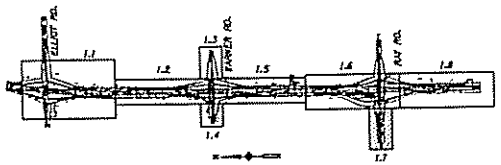
SYSTIME DGN SPECIFICATION

FAHPA REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	7	8	
		010 MA 157			



RAY RD. WEST

LEGEND	AREA
CITY OF PHOENIX LANDSCAPE MAINTENANCE AREAS	LO ACRES



KEY MAP

	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JCB	8/00

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

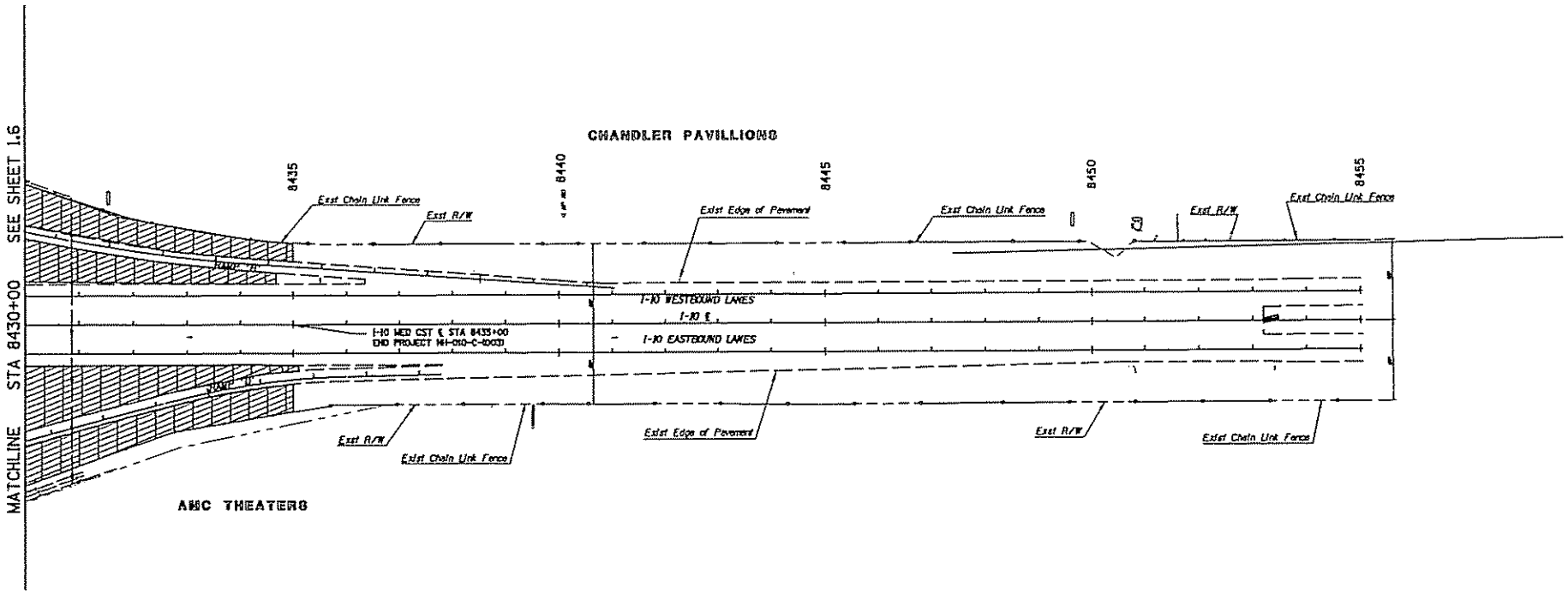
FINAL IGA - LANDSCAPE MAINTENANCE EXHIBIT

ROUTE	LOCATION	SHEET 1.7 OF 8
I-10	I-10 - ELLIOT RD. TO RAY RD.	
TRACS NO. H5328 01 C	010-C-(003)	OF

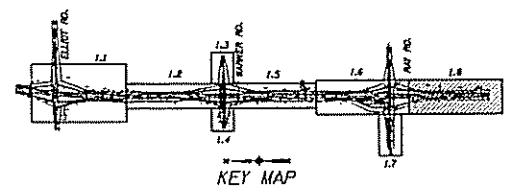
JPA 00-150, 00-151, 00-152

SYSTEM SPECIFICATION

F.A.R.A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	010-C-(003)	8	8	
		010 MA 157			



LEGEND	AREA
ADOT LANDSCAPE MAINTENANCE AREAS	2.5 ACRES



	NAME	DATE
DESIGN		
DRAWN	CDW	8/00
CHECKED	JEB	8/00

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

FINAL IGA LANDSCAPE MAINTENANCE EXHIBIT

ROUTE: I-10 | LOCATION: I-10 - ELLIOT RD. TO RAY RD.

SHEET 1.8 OF 8

TRACS NO. H5328 01 C | 010-C-(003) | - OF -

JPA 00-150, 00-151, 00-152

oooooSYSTIMEoooooooooooUGHoSPECIFICATIONoooooo

JPA 00-151

RESOLUTION

BE IT RESOLVED on this 30th day of August 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 Phoenix for the purpose of defining responsibilities for the design, construction and maintenance of landscaping certain areas within the right of way on the west side of Interstate 10 between Elliot and Ray Roads.

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

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

for MARY E. PETERS, Director