AG Contract No KR02-1897TRN
ADOT ECS File No JPA 02-59
TRACS No : H 6240 01L
Section: 64th Street TI
@ 101L (Scoping/Environmental)
City Clerk Number: 102200

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

THIS AGREEMENT is entered into February 5, 2003, 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 delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The City is empowered by City Charter Chapter II, Section 2 i. 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 fund the Pre-Design concept study for the addition of a new traffic interchange (TI) at 64th street and the Pima Freeway (101L), herein referred to as the "Project", as a City funded Project. The purpose of this agreement is to define each party's responsibility associated with the Project

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

NO. 25792
Filed with the Secretary of State
Date Filed: 02/05/2003
Janice K. Brewer
Secretary of State
By: Vicky V. Graenewald

II. SCOPE OF WORK

1. The State:

a. By execution of this agreement, will agree to be authorized agent for and on behalf of the City, will retain and contract with Pre-Design and Environmental Consultants (the "Consultants"), to prepare pre-design concept studies and all necessary documents including Scoping Documents, Environmental Determination (ED), including identification of Clean Water Act Section 404 Permits requirements and issues But not limited to Cultural Resource Surveys and studies associated with the addition of a New 64th Street TI

b. Upon execution of this agreement, will invoice the City $380,000.00 for the estimated cost to complete the project, which includes a fixed cost/lump sum of $20,000.00 for the State's design and review administration fee, as shown on Exhibit "A". The State will administer the Consultants and make all payments to the Consultants. Confer with the City on any Pre-Design and Environmental Consultant(s) related contract modifications. Be responsible for any Pre-Design and Environmental Consultant(s) claims for extra compensation attributable to the State

c. Upon Receipt of the $380,000.00, will issue a Notice to Proceed (NTP) to the Consultants associated with the Project

d. Will provide the City the initial Scoping document for review and comment. Incorporate the City's comments in preparation and provide the final Scoping document

e. Provide all required coordination with Federal Highway Administration (FHWA) and other agencies affected in association with the addition of a new 64th Street TI including required approvals, as appropriate to this effort

f. Upon completion of the final Scoping document, will invoice or reimburse the City any difference between the initial estimated amounts paid by the City and the actual costs associated with the preparation of the final Scoping document inclusive of all Environmental Determination efforts.

g. Upon approval of the Scoping document by the State, may amend this agreement to include the final design costs, to be funded by the City for the development of the construction project to add the 64th Street TI

h. Coordinate with City upon the City's availability of funding, to initiate a separate agreement to address the terms and details for scheduling, funding, construction and maintenance responsibilities for the construction of the TI referenced in this Pre-Design Project.

2. The City:

a. By execution of this agreement, does hereby designate the State as authorized agent for and on behalf of the City, to retain and contract Consultants to prepare pre-design concept studies and all necessary documents including Environmental Determination (ED), identification of Clean Water Act Section 404 Permits requirements and issues, including but not limited to Cultural Resource Surveys and studies associated with the addition of a new 64th Street TI

b. Upon execution of this agreement, will remit to the State, $380,000.00 for the estimated cost to complete the Project, which includes a fixed cost/lump sum of $20,000.00 for the State's pre-design and review administration fee, as shown on Exhibit "A"

c Will review and provide written comments to the State, within 15 days of receipt, of the initial Scoping document. Be responsible for any Pre-Design and Environmental Consultant(s) claims for extra compensation attributable to the City.

d Upon approval of the final Scoping document and receipt of a final invoice from the State, remit, any balance for the actual costs associated with the Project, including any additional costs for the State's pre-design and review administration fee, in excess of the amount included with the estimated Project costs

e Upon approval by the State of the Scoping document, may amend this agreement to allow for City funding of the final design efforts necessary for a construction project to add the new 64th Street TI to the Pima freeway

f Coordinate with the State, upon the City's availability of funding to initiate a separate agreement to address the terms and details for scheduling, funding, construction and maintenance responsibilities for the construction of the traffic interchange referenced in this Design Project

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effect until completion of the work contemplated herein and all reimbursements; provided, however, this agreement may be cancelled at any time prior to the advertisements of pre-design and environmental consultants, with thirty 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 or 12-1518(B) as appropriate

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 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX. 602-712-7424

City of Phoenix
Street Transportation Director
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

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, a Municipal Corporation, Frank Fairbanks, City Manager

By Thomas E Callow
THOMAS E. CALLOW, P.E.
Street Transportation Director

STATE OF ARIZONA
Department of Transportation

By Daniel S Lance
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By Susan J. Blake
CHIEF DEPUTY City Clerk

Approved as to form
William D. Bach
ACTING City Attorney
DVB

G:02-059-VPM-PHX 64th St &101L
15Jan2003

Exhibit "A"

(JPA 02-59)

64th Street TI/101 Pima Freeway

Pre-Design/Scoping Document/Environmental Cost Estimate

Engineering/Design (Stanley Consultants) H 6240 01L	$200,000.00
Environmental Determination (HDR Engineering) H 6240 02D	$160,000.00
Sub Total	$360,000.00
ADOT Design Administration Fee (Fixed cost) H 6240 S1D	$20,000.00
Total Estimated Costs	$380,000.00

RESOLUTION NO 19798

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE 64TH STREET AND STATE ROUTE 101L (PIMA FREEWAY) DESIGN CONCEPT REPORT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation for the 64th Street and State Route 101L Design Concept Report.

PASSED by the Council of the City of Phoenix this 8th day of May 2002.

MAYOR

ATTEST:

Vicky Mul City Clerk

CITY CLERK DEPT
2002 MAY -7 AM 9:30

APPROVED AS TO FORM:

William Bach ACTING City Attorney
DLB

REVIEWED BY:

City Manager

DLB: cf: 131227v1
5/08/02; #44

CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION
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Complete this form per O.P. 1.906 and A.R. 4.11.
Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action:	OR	Legal Document:
	Bid Award ☐		Ordinance ☐
	License Application ☐		Resolution ☒
	Public Hearing ☐		
	Other ☐		Emergency Clause? ☐ (for use only w/ord or res. requests)

IMPACTED DISTRICT(S)	DISTRICT 2	ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?	☐
SUBJECT	INTERGOVERNMENTAL AGREEMENT - ADOT & CITY OF PHOENIX - 64TH STREET & LOOP 101 DESIGN CONCEPT REPORT		

REQUESTED AGENDA DATE	5/8/2002	PREPARED BY	Name	Ray Dovalina, P. E.
			Department	Street Transportation
			Phone	495-5817

APPROVALS	Division Head:	J. Donald Herp, P. E.	If prepared for another department: Department Name:
	Department Head:	Thomas E. Callow, P. E.	Approval:

BID AWARD INFORMATION	Bid Surety Required? ☐	Performance Surety Required ☐
	Submitted by Low Bidder? ☐	Amount?
	Contract Required? ☐	Requisition No.

CONTRACT INFORMATION	Contract Amendment? ☐		
	If Yes, Current Contract No.		
	Approved by:	Ordinance ☐	on Date:
		Resolution ☐	
		Formal Action ☐	

BUDGET INFORMATION	$ 700,000.00	To Be Encumbered?	☒
	Source of Funds: 2001 Bonds	Fiscal Year?	FY 2003
	Fund Center(s) (SAP-FM):	ST85100176	
	Commitment Item(s) (SAP-FM).	510030	
	Availability of Funds Approval	John Kersh	

CITY MANAGER'S OFFICE	**Approved by** **Jack Tevlin, Deputy City Manager 4/29/02**	CM Control No. 44

CITY CLERK DEPARTMENT	Council Action Taken. Adopted		
	Ordinance Number:	RCA No.	38423
	Resolution Number: 19798	Contract No.	102200
	Comments:	Meeting Date	5/8/2002
		Item No.	38

ITEM	DISTRICT 2	INTERGOVERNMENTAL AGREEMENT - ADOT & CITY OF PHOENIX - 64TH STREET & LOOP 101 DESIGN CONCEPT REPORT

Request to authorize the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the 64th Street & Loop 101 (Pima Freeway) Design Concept Report.

This report will develop and evaluate at least two alternative interchange designs, a conventional diamond and a single-point urban diamond, recommend a preferred design study and possible final design, and construction administration services for implementing a traffic interchange. For each alternative, the report will consider the horizontal and vertical alignments, drainage impacts, design, right-of-way and construction costs, environmental studies, bridge selection, right-of-way requirements, traffic impacts on the mainline freeway and adjacent interchanges and arterial streets, visual impacts, construction impacts, and evaluation of any other pertinent impacts related to the construction of the recommended interchange. A public involvement program will be required to assure public and agency concurrence with the recommended interchange design.

The Street Transportation Department has obtained verbal approval to proceed with preliminary design and environmental study for a 64th Street interchange from the 2000 Community Transportation Improvements Subcommittee Chairperson. The design funds allocated in the bond program are not adequate to fully address the complexities of preliminary design and environmental study at this interchange along the Pima Freeway (Loop 101).

This Design Concept Report is a fully funded City project with ADOT administering the project.

Citizen Notification
The citizen notification will be conducted by ADOT during the project study phase.

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JPA 02-59

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX and declare this agreement to 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_____ day of _____, 2003.

William D. Bock

Attorney

Exhibit "A"

(JPA 02-59)

64th Street TI/101 Pima Freeway

Pre-Design/Scoping Design Concept Report (DCR) Cost Estimate

Engineering/Design (Stanley Consultants) H 6240 01L	$200,000.00
Enviromental Assessments (HDR Engineering) H 6240 02D	$160,000.00
Sub Total	$360,000.00
ADOT Design Administration Fee (5%) H 6240 S1D	$18,000.00
Total Estimated Costs	$378,000.00