

ADOT CAR No.: IGA 21-0008219-I  
AG Contract No.: P001 2021 001450  
Project Location/Name: State Route 347:  
State Route 238 to Maricopa City Limits  
Type of Work: – Minor Project – Capacity  
Improvements - Widen State Route 347  
Federal-aid No.: 347-A(213)T  
ADOT Project No.: F0436 01D/03D/01C  
TIP/STIP No.:  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.:

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF MARICOPA

**THIS AGREEMENT** (“Agreement”) is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF MARICOPA, acting by and through its Mayor and City Council (the “City”). The State and the City are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

### **I. RECITALS**

1. The State is empowered by A.R.S. § 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 A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The City has identified the need for capacity improvements along State Route (SR) 347 from north of SR 238 to Maricopa City limits, (the “Project”). The State and the City will coordinate efforts to complete the Project. The Project will widen SR 347, adding a third northbound through lane, curb, gutter and sidewalk along the eastside of SR 347 from north of SR 238 to Lakeview Drive; a fourth northbound acceleration lane for the westbound to northbound movement at the Lakeview Drive intersection; asphalt repairs on existing asphalt on northbound SR 347. The State will design, advertise, award and administer construction of the Project. At the request of the City, the Project will include the following off-system improvements: reconstruction of the existing Lakeview Drive median and intersection and roadway widening. The total Project costs are estimated at \$4,055,591.00, ADOT will contribute \$2,055,591.00 toward the Project. The City’s contribution toward the project is estimated at \$2,000,000.00. The City will be responsible for Project costs

exceeding the estimate of \$4,055,591.00 and operations and maintenance of the Project improvements.

**THEREFORE**, the Recitals set forth above and the Exhibits attached hereto and made a part of, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.
  - b. Any future modifications within the Project limits required for transportation purposes and resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the City.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
  - b. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.
  - c. Utilize State standard equipment for the signal and lighting at the intersection of SR 347 and Lakeview Drive. Not be responsible for any costs associated with City standard equipment or future upgrades and modifications to the equipment.
  - d. After completion of design and prior to bid advertisement,, invoice the City for the City's estimated contribution of \$2,000,000.00 toward the Project costs. After the Project costs for construction are finalized, invoice the City for the difference between estimated and actual costs of the Project, if applicable.
  - e. After receipt of the City's share of the Project cost, with FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).
  - f. Issue per established procedures of the State's Central District Permit Office, that the City has a valid annual permit for routine/minor maintenance and emergency work provided by the City within the State's right of way. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.

- g. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the City's Project improvements.
  - h. Not be obligated to maintain those areas identified as the City's responsibility in Exhibit A, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The City will:
- a. Designate the State as the City's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay to the State \$2,000,000.00 for the City's contribution toward the Project. After the Project has been completed, and within 30 days of receipt of an invoice, pay the difference between estimated and actual Project costs.
  - c. Review the design documents required for construction of the Project and provide comments to the State as appropriate. Work within the design timeframes set forth by the State to not delay the State's Project.
  - d. Be responsible for all City requested Project costs incurred in performing and accomplishing the work as set forth under this Agreement that exceed the estimate; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - e. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bids and certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, have been removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the State's Right of Way personnel during any right of way process performed by the City, if applicable.
  - f. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. Coordinate all authorized permits with ADOT prior to construction. 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.
  - g. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights of way. This temporary right will expire with completion of the Project.

- h. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Should the City request changes to the scope of work of the Project, be responsible for the cost of said City requested changes, such changes will require State approval. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- i. Maintain at no cost an encroachment permit per established procedures of the State's Central District Permit Office a valid annual blanket encroachment permit for the routine/minor maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- j. In coordination with the State and throughout the construction phase of the Project, inspect all City requested Project improvements that the City will own, operate and maintain.
- k. After final inspection and acceptance of the Project, assume operation, and maintenance responsibilities within the Project limits. City maintenance responsibilities within the Project limits also include any non-structural repairs and routine/minor maintenance to City standards at its sole expense. The areas and features of maintenance within the Project limits include, but are not limited to, new pavement constructed by the Project, sidewalks, curb and gutter, pedestrian access ramps, street surfaces, shoulders, median dividers of crossroads, and pavers, and surface drainage features feeding into the State's drainage system including catch basins. Maintenance activities include but are not limited to: sweeping, removal of spills and debris, graffiti removal, repair of potholes, leveling and/or patching of asphalt concrete pavement with premix, pavement markings, seal coating of oxidized pavement, litter and trash removal, repair of the surface/base of damaged pavement presenting a safety hazard, cracking and/or buckling of sidewalk, homeless encampment cleanup, and landscape. The repairs or maintenance performed by the City shall not compromise the safety and structural stability of the State facilities.
- l. Provide landscape maintenance of all features within the defined areas of the City's responsibility, see Exhibit A, 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 and the irrigation installed as part of the Project, including all testing, adjusting, repairing, and operation of the irrigation system, and shall furnish all electrical power and water to operate the irrigation system, at its sole expense.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
6. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary.
7. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. The Parties acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
10. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the City Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.
13. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
14. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
16. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
18. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
19. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Section  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[IPABranch@azdot.gov](mailto:IPABranch@azdot.gov)

City of Maricopa  
Attn: Ricky A. Horst, City Manager  
39700 W. Civic Center Plaza  
Maricopa, AZ 853138  
520.316.6811  
[Rick.horst@maricopa-az.gov](mailto:Rick.horst@maricopa-az.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Maricopa  
Attn: Ricky A. Horst, City Manager  
39700 W. Civic Center Plaza  
Maricopa, AZ 853138  
520.316.6811  
[Rick.horst@maricopa-az.gov](mailto:Rick.horst@maricopa-az.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Maricopa  
Attn: Ricky A. Horst, City Manager  
39700 W. Civic Center Plaza  
Maricopa, AZ 853138  
520.316.6811  
[Rick.horst@maricopa-az.gov](mailto:Rick.horst@maricopa-az.gov)

20. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

21. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement 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.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF MARICOPA**

**STATE OF ARIZONA**  
Department of Transportation  
Infrastructure Delivery and Operations Division

By \_\_\_\_\_ Date \_\_\_\_\_  
**CHRISTIAN PRICE**  
Mayor

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Division Director

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**VANESSA BUERAS**  
City Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF MARICOPA**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MARICOPA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 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.

\_\_\_\_\_  
City Attorney


\_\_\_\_\_  
Date



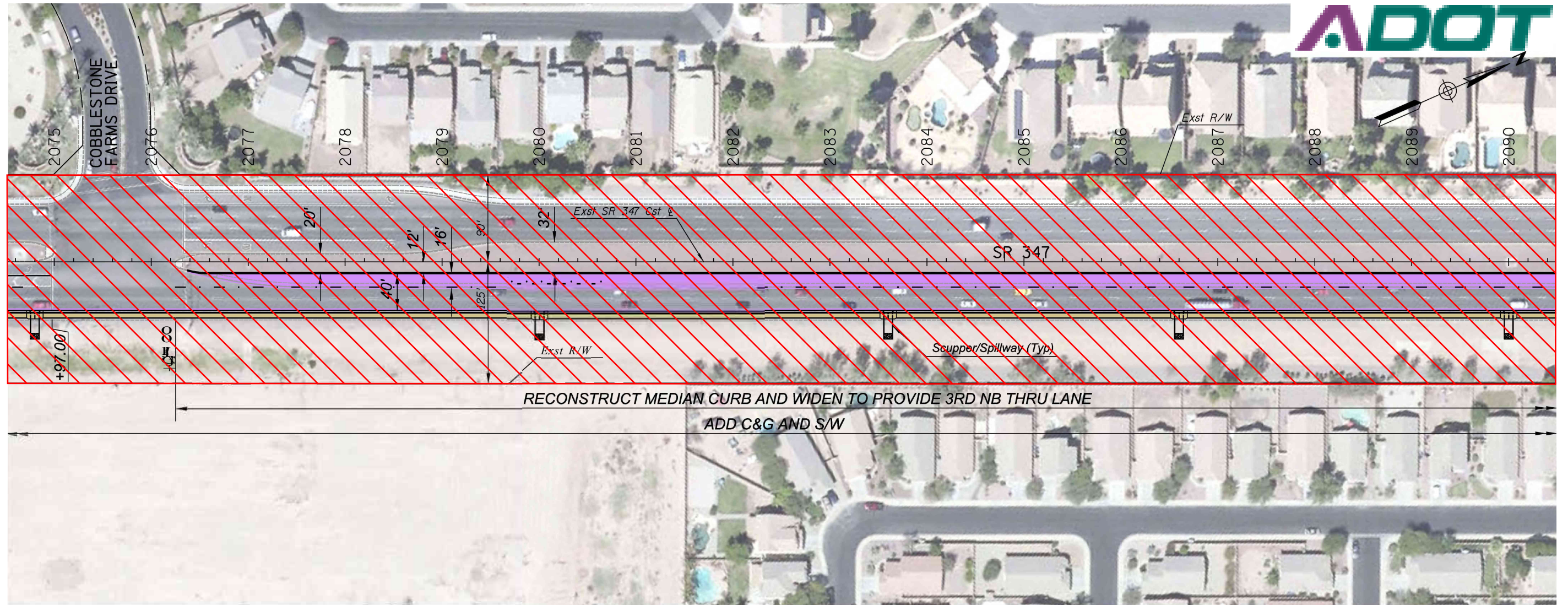
IGA 21-0008219  
 EXHIBIT A - PROJECT F0436 - ADOT and CITY of MARICOPA




 City of Maricopa Maintenance

 Right of Way <i>THIS SKETCH PLAN IS FOR ADOT INTERNAL USE ONLY</i>	PROJECT	F0436	HIGHWAY NAME:	SR347-SR238 TO MARICOPA CITY
	DRAWING NO.		PROJECT NO.:	ADOT / CITY OF MARICOPA MAINTENANCE RESPONSIBILITY
	DATE	NOV 2021	FEDERAL AID NO.:	
ROUTE:	SR 347	LOCATION:	STATE ROUTE 238 AT SR 347	
			SHEET NO.:	1 of 4

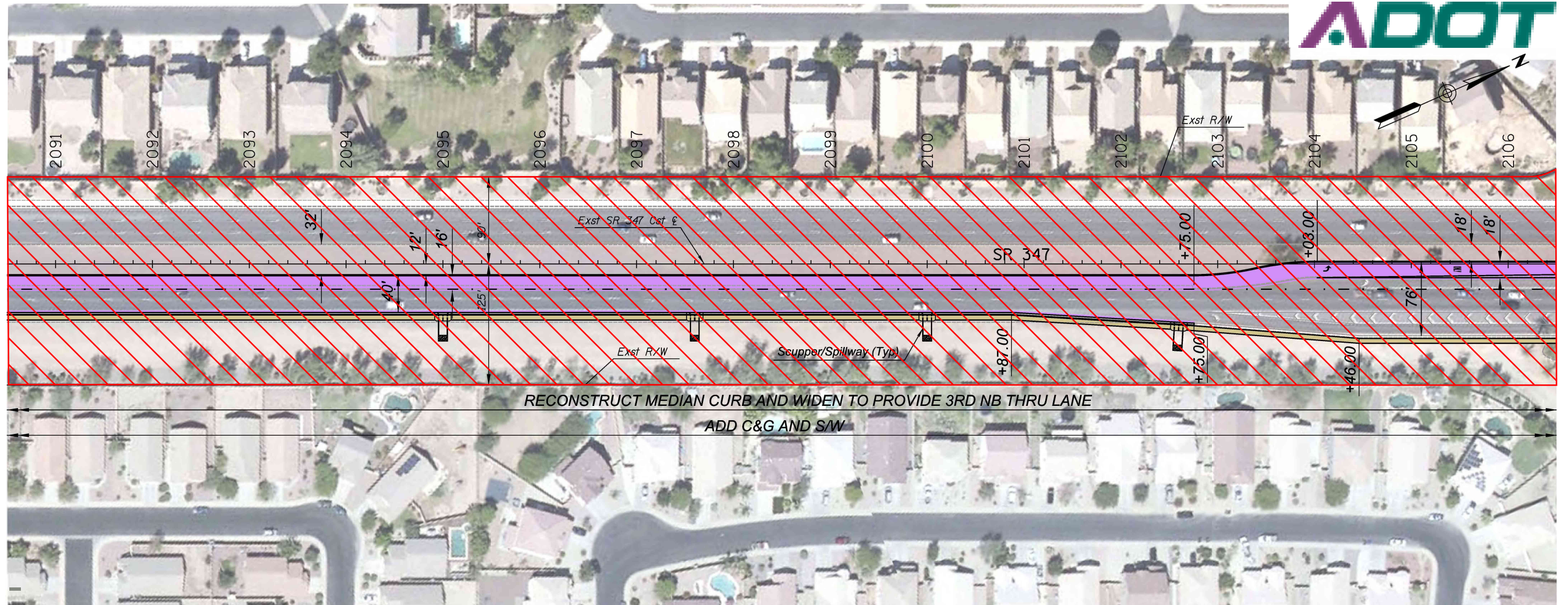
IGA 21-0008219  
 EXHIBIT A - PROJECT F0436 - ADOT and CITY of MARICOPA



 City of Maricopa Maintenance


 Right Of Way <small>THIS SKETCH PLAN IS FOR ADOT INTERNAL USE ONLY</small>	PROJECT	F0436	HIGHWAY NAME:	SR347-SR238 TO MARICOPA CITY
	DRAWING NO.		PROJECT NO.	ADOT / CITY OF MARICOPA MAINTENANCE RESPONSIBILITY
ROUTE:	SR 347	DATE	NOV 2021	FEDERAL AID NO.:
LOCATION:	STATION 2075 - 2090			SHEET NO.:
				2 of 4

IGA 21-0008219  
 EXHIBIT A - PROJECT F0436 - ADOT and CITY of MARICOPA

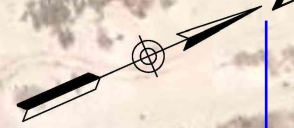
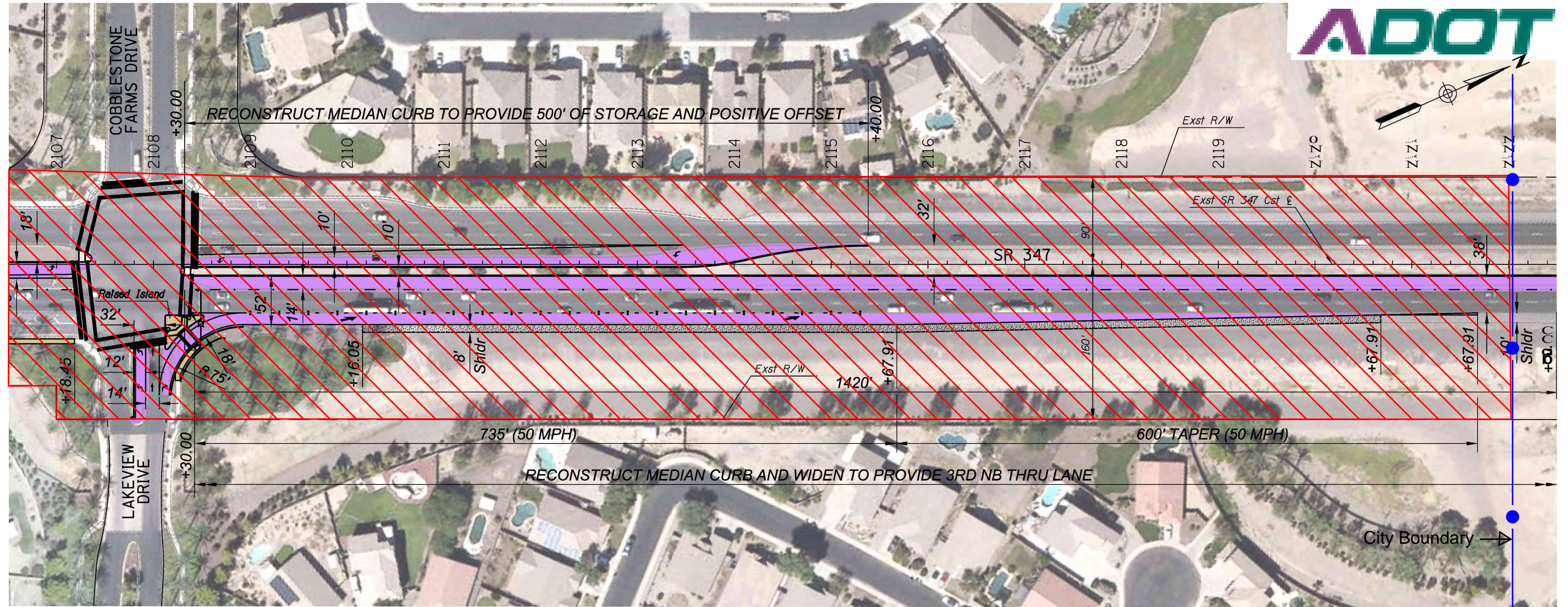


RECONSTRUCT MEDIAN CURB AND WIDEN TO PROVIDE 3RD NB THRU LANE  
 ADD C&G AND SW


 City of Maricopa Maintenance

 Right Of Way <small>THIS SKETCH PLAN IS FOR ADOT INTERNAL USE ONLY</small>	PROJECT	F0436	HIGHWAY NAME:	SR347-SR238 TO MARICOPA CITY
	DRAWING NO.		PROJECT NO.:	ADOT / CITY OF MARICOPA MAINTENANCE RESPONSIBILITY
	DATE	NOV 2021	FEDERAL AID NO.:	
ROUTE:	SR 347	LOCATION:	STATION 2091 - 2106	SHEET NO.:
				3 of 4

IGA 21-0008219  
 EXHIBIT A - PROJECT F0436 - ADOT and CITY of MARICOPA



 City of Maricopa Maintenance

 Right Of Way <small>THIS SKETCH PLAN IS FOR ADOT INTERNAL USE ONLY</small>	PROJECT	F0436	HIGHWAY NAME:	SR347-SR238 TO MARICOPA CITY
	DRAWING NO.		PROJECT NO.:	ADOT / CITY OF MARICOPA MAINTENANCE RESPONSIBILITY
ROUTE:	SR 347	DATE	NOV 2021	FEDERAL AID NO.:
LOCATION:	STATION 2107 - 2122			SHEET NO.:
				4 of 4