



Intermodal Transportation

Janice K. Brewer, Governor  
John S. Halikowski, Director  
Jennifer Toth, State Engineer  
Robert Samour, Senior Deputy State Engineer, Operations  
Dallas Hammit, Senior Deputy State Engineer, Development

205 S. 17th Ave.  
Phoenix, AZ 85007

April 19, 2013

Trevor Ebersole  
City of Glendale  
5850 W. Glenn Drive, Suite 315  
Glendale, Arizona 85301

Subject: ADOT File No.: IGA/ JPA 09-2081  
Amendment No. One  
AG Contract No.: P001-2010-001918  
Project No.: GLN-0(228)A  
Project: Replacement Video Equipment  
Section: Traffic Management Center  
**TRACS No.: SS 852 01C**  
**Budget Source Item No.:**

To Whom It May Concern:

Enclosed please find two fully Executed Original Agreements between Arizona Department of Transportation and **City of Glendale** for the above-mentioned Project.

Should you have any questions, please do not hesitate to contact me at (602) 712-8753.

Sincerely,

Korina Lopez  
JPA Special Projects Coordinator

Enclosures (2)

ADOT File No.: IGA/ JPA 09-208I  
Amendment No. One  
AG Contract No.: P001-2010-001918  
Project No.: GLN-0(228)A  
Project: Replacement Video Equipment  
Section: Traffic Management Center  
**TRACS No.: SS 852 01C**  
**Budget Source Item No.:**

**C-7399-1**  
**03/26/2013**

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF GLENDALE

**THIS AGREEMENT** is entered into this date April 11, 2013, pursuant to the Arizona Revised Statutes § 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 GLENDALE acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

**WHEREAS**, the parties have previously entered into INTERGOVERNMENTAL AGREEMENT, IGA/ JPA 09-208I, A.G. Contract No.: P001-2010-001918, (hereafter, "the Agreement"); and,

**WHEREAS**, the parties desire to revise Sections I and II of the original Agreement, as the State will now administer the purchase and installation of equipment at the Traffic Management Center.

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes § 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 Arizona Revised Statutes § 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.

**THEREFORE, in consideration of the mutual agreements expressed herein, the Parties agree to amend the original Agreement, as follows:**

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*Section I Paragraph 3. is replaced as follows:*

3. The City will authorize the State to be the City's designated agent for obtaining federal funds to provide the solicitation of bids, award a contract to a contractor, for the procurement of materials, and installation of the City's Intelligent Transportation System/Traffic Management System (ITS) hardware and software through the State's Procurement Process. The State will administer the installation and provide construction engineering and cost administration of new traffic signal management equipment and CCTV management systems equipment, hereinafter referred to as the "Project". The City will accept the State's recommended contractor, participate with the inspection of the ITS hardware and software and be responsible for the maintenance of equipment and repair services as outlined in the contract and approved plans to complete the Project. No cost is being distributed for the City's assistance however a reduced Construction Administration fee from 15% to 10% will be implied to allow the City to purchase more equipment.

*Section I Paragraph 8. is added as follows:*

8. The City of Glendale's personnel will be used to assist the State for inspection of construction engineering for the Project. The City will provide eligible inspection services as agreed upon by ADOT and the City. All ADOT policies and procedures will be applicable as coordinated with the Phoenix Construction District (District) and the ADOT Construction Group. The City, District, and the Construction Group must agree on the City Inspector. The City will provide the ADOT Construction Group (for pre-approval) all required and current certifications and chargeable rates (labor and equipment). The City Inspector will report to the ADOT Resident Engineer and must comply with all ADOT hardware/software computer requirements; this includes keeping the computer and any information in a secure location. The City Inspector assigned to the project will remain an employee of the City of Glendale and will not be considered an employee of Arizona Department of Transportation during the term of this Agreement. The City will be notified of all approvals by the ADOT Construction Group.

## II. SCOPE OF WORK

*Section II Paragraph 1.c. and 1.f. are replaced as follows:*

1. The State will:

c. Approve the Project, if such project funds are available by FHWA and the City. Through the State's procurement process, provide the solicitation of bids and through ADOT's Phoenix Construction District administer the installation phase including construction engineering and cost administration, of the Project with the consent of the City. The State is authorized as the designated agent for the City.

f. Upon execution of this Amendment and within thirty (30) days invoice the City, for the City's contribution for the Project. The City agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

*Section II Paragraph 2. b., g. and h. are replaced as follows:*

**2. The City will:**

b. Coordinate with the State regarding the specifics of the equipment to be ordered by the State and participate with the inspection process of the Project. The City will maintain all improvements provided by this project for the entire design life of the equipment.

g. Enter into an agreement with the design consultant which states that the design consultant and/or the City shall provide post design services as required and requested throughout the installation phase of the Project.

h. Provide a set of as-built documents upon completion of the installation phase of the Project. An electronic version of the as-built documents shall be forwarded to Arizona Department of Transportation Statewide Project Management Section.

*Section II Paragraph 2. c. and 2.e are deleted in full.*

*Section II Paragraph 2. j., k., l. and m. are added as follows:*

j. Be responsible for the amount equal to the difference between the total cost of the work provided for in this Agreement and the amount of Federal aid received.

k. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be 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 ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

l. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. 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.

m. Grant the State, its agents and/or contractors, without cost, the right to enter City Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

**III. MISCELLANEOUS PROVISIONS**

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

2. 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 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Glendale  
Attn: Trevor Ebersole  
Transportation Systems Manager  
5850 W. Glenn Drive, Suite 315  
Glendale, Arizona 85301  
(623) 847-1162  
(623) 847-7681 Fax

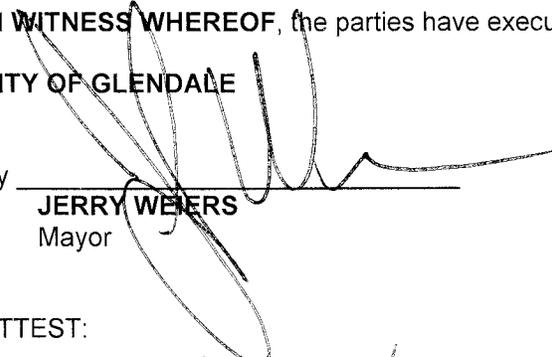
**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

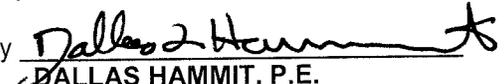
CITY OF GLENDALE

By

  
\_\_\_\_\_  
**JERRY WEIERS**  
Mayor

STATE OF ARIZONA  
Department of Transportation

By

  
\_\_\_\_\_  
**DALLAS HAMMIT, P.E.**  
Senior Deputy State Engineer, Development

ATTEST:

By

  
\_\_\_\_\_  
**PAMELA HANNA**  
Town Clerk

**JPA 09-208I  
Amendment No. One**

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

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 GLENDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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



THOMAS C. HORNE  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

SUSAN E. DAVIS  
ASSISTANT ATTORNEY GENERAL  
DIRECT LINE: 602-542-8855  
E-MAIL: [SUSAN.DAVIS@AZAG.GOV](mailto:SUSAN.DAVIS@AZAG.GOV)

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012010001918 (**IGA/JPA 09-208-I**), an Agreement between public agencies, i.e., The State of Arizona and City of Glendale, 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: April 11, 2013

THOMAS C. HORNE  
Attorney General

  
\_\_\_\_\_  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:rl:#3258404  
Attachment