THIS AGREEMENT, made this 11th day of March, 1958, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the CITY OF SAFFORD, acting by and through its Mayor, thereunto duly authorized, hereinafter designated CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that traffic signals and illumination be installed on the State Highway System at the intersections of U.S. Route 70 and 5th Avenue and U.S. Route 70 and 8th Avenue, in the City of Safford, Arizona.

WHEREAS, the parties hereto, for their mutual benefit, desire to cooperate in the installation and maintenance of the said traffic signals and illumination, each in the manner as hereinafter stated, and

WHEREAS, ample funds have been provided and set aside by the State in AFE 0128 to defray the State's share of the cost of the work, which is estimated at $11,500.00, and

WHEREAS, it is the desire of the parties hereto to proceed with the work and set out in writing their understandings and agreements, pursuant to which the said work shall be performed, completed and paid for and subsequently maintained.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To install in a good and workmanlike manner, and in accordance with the Arizona Highway Department "Traffic Installation Standards" and "General Specifications for Electric Traffic Signal and Highway Lighting Systems" revised April 11, 1957, and Plans designated Non 022-4 (1958) C, which General Specifications, Installation Standards and Plans are made a part hereof, all the electrical materials and apparatus necessary for the

traffic signal installation and illumination, including all necessary concrete work, excavation, backfill, pavement and sidewalk cut and replacement and painting.

2. To provide and set aside sufficient funds to defray the City's share of the installation cost of the work.

3. To provide and set aside each year sufficient funds for the complete maintenance (except the control apparatus) and operation of the traffic signals and illumination, including the furnishing of electricity and the furnishing of all labor, tools and equipment necessary to replace broken or defective material, apparatus and lamps and, when deemed necessary and upon the approval of the State, to install additional apparatus; all equipment and apparatus, whether replacements or additions, to be State furnished; maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants of the City herein contained and the faithful performance thereof, the State agrees:

1. To furnish, as needed, all electrical materials, equipment and apparatus necessary for the traffic signals and the illumination work.

2. To furnish and provide engineering inspection and service at no expense to the City.

3. To maintain, fully, all control apparatus.

4. To furnish and deliver replacement for broken or defective materials and apparatus and, when deemed necessary, additional apparatus as signal heads, phases and walk-wait heads.

ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

It is specifically understood and agreed that the State is bound by this Agreement to furnish certain materials and apparatus, as hereinbefore stated, and that the City, in the installation of the traffic signals and illumination, and the work incidental thereto, shall use every precaution to

safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

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

STATE OF ARIZONA

WM. E. WILLEY
State Highway Engineer

Approved as to form:

_____
Assistant Attorney General

By: J. R. Van Horn
J. R. VAN HORN
Deputy State Engineer

Attest:

_____

CITY OF SAFFORD

Approved as to form:
Ruskin Lines
City Attorney

By: Chas W. Gottland
Mayor, City of Safford

Attest:
Ralph Eggleston
City Clerk

Attest:
Vivian Nickerson
Assistant Secretary,
ARIZONA STATE HIGHWAY COMMISSION