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SUPPLEMENTAL AGREEMENT
STATES OF ARIZONA AND CALIFORNIA
RESPECTING MAINTENANCE OF MUTUALLY
OWNED BRIDGE ACROSS COLORADO RIVER AT PARKER

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 20th day of August, 1974, by and between the STATE OF ARIZONA, acting by and through the Arizona Department of Transportation, hereinafter referred to as "ARIZONA," and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, Division of Highways, hereinafter referred to as "CALIFORNIA":

WITNESSETH:

WHEREAS, the parties hereto entered into an agreement dated January 29, 1953, (Exhibit "A" attached) covering the maintenance and repair of three (3) mutually owned bridges across the Colorado River, namely at Topock, Blythe, and Yuma; and

WHEREAS, on March 1, 1973, California adopted a portion of State Route 62, previously owned and maintained by San Bernardino County, which route includes the westerly approach to and San Bernardino County's previous partial ownership of the Colorado River Bridge at Parker; and

WHEREAS, that to continue its service to the public, this bridge will be in need of maintenance and repair from time to time; and

WHEREAS, it is the desire of the parties hereto to provide the maintenance of this structure by including it as one of the structures named within the January 29, 1953, maintenance agreement. (Exhibit "A" attached)

NOW, THEREFORE, in consideration of the foregoing and of the promises of each of the parties hereto to be faithfully kept and performed, it is agreed as follows:

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1. THE COLORADO RIVER BRIDGE at Parker on California State Route 62 and on Arizona State Route 95 is hereby added to the maintenance agreement dated January 29, 1953, between "ARIZONA" and "CALIFORNIA" covering the State's mutually owned structures and the Topock, Blythe and Yuma structures, shall be followed for this structure as well.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, by their respective officers thereunto duly authorized, the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Division of Highways

By: _____
Deputy State Highway Engineer

Approved as to Form:

_____
DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA
Department of Transportation
Howard C. Ullrich, Director

By _____
APPROVAL RECOMMENDED
J. F. MALONEY
Deputy Director

_____
Bridge Agreements Branch
Office of Structures

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
Highway Division

WM. N. PRICE
Assistant Director
State Engineer

By: _____
A. L. CHADWICK
Chief Deputy State Engineer

Approved as to Form:

_____

APPROVED AS TO FORM
_____
Assistant Attorney General
Attorney for Department
of Transportation

at Topock VIII-SBd-50-F
at Yuma XI-Imp-27-B
at Blythe XI-Riv-64-F

California Document file

Imp, Riv, SBd

STATES OF ARIZONA AND CALIFORNIA
AGREEMENT RESPECTING MAINTENANCE OF MUTUALLY
OWNED BRIDGES ACROSS COLORADO RIVER

THIS AGREEMENT, made and entered into this 29th day of January, 1953, by and between the STATE OF ARIZONA, acting by and through the Arizona Highway Department (hereinafter sometimes referred to as "Arizona"), and the STATE OF CALIFORNIA, acting by and through its Department of Public Works (hereinafter sometimes referred to as "California") ("Arizona" and "California" also sometimes hereinafter being referred to collectively as the "States"),

WITNESSETH:

WHEREAS, the States mutually own three structures over the Colorado River; namely, at Topock, Blythe, and Yuma, which structures from time to time are in need of maintenance and repair; and

WHEREAS, it is desirable to set up a unified agreement for maintenance of all three of these structures in order that the interests of the public may be best served; and that the structures may be made to give the most economical service life;

NOW, THEREFORE, in consideration of the foregoing and of the promises of each of the parties hereto to be faithfully kept and performed, it is agreed as follows:

Article 1. California shall:

Make inspections of said bridges on a regular schedule, and prepare reports of maintenance and repair necessary thereon, which reports shall be denominated "Bridge Reports". California shall advise the Arizona Bridge Engineer at least two weeks in

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advance of such inspections in order that Arizona may have a representative present to participate in the inspection, if such be desired.

A separate Bridge Report shall be prepared for each individual structure, and a copy of each such report will be forwarded to the Bridge Department of Arizona.

Article 2. The States agree:

That if Arizona has any objection or suggestion concerning the proposed work recommended in any such report, Arizona will advise California of such objections within thirty (30) days after receipt of said report. Any objections and suggestions so reported will be resolved by mutual agreement of the parties.

In the absence of timely objection to the work recommended in any such Bridge Report, such work will be performed as follows:

Where the estimated cost of all maintenance and repair recommended in any such Bridge Report does not exceed the sum of One Thousand Dollars ($1,000.00), then the maintenance crews of the California Division of Highways will proceed to perform such work.

Where the estimated cost of all maintenance and repair recommended in a Bridge Report exceeds the sum of One Thousand Dollars ($1,000.00), then such work will be undertaken only after special conference between officials of the two States. Such work will be done in such manner as the States may agree, in writing, and the cost thereof shall be assumed by the States equally.

It is further understood, that in addition to work covered by Bridge Report, and independently of the recommendations of any such Report, such maintenance as in the judgment of California maintenance forces is necessary to preserve the structure in good operating condition and to prevent deterioration thereof shall be performed from time to time by California maintenance forces; provided however, that the cost of such maintenance so performed on any bridge shall not exceed the sum of Four Hundred Dollars ($400.00) in any one month.

Article 3. The States agree:

That the division of cost for all repairs and maintenance including necessary detailed engineering is to be on a 50-50 basis. This is based on the benefits accrued from timely and economical maintenance and not on the bridge length within the two States.

Article 4. Arizona agrees:

To pay to California, promptly upon the receipt of bills 50% of the cost of work done in accordance with this agreement.

Article 5. The States agree:

That nothing contained herein is intended to affect or change in any way the responsibilities of each of the States for maintaining in a condition safe for the public such portions of said bridges as lie within the geographical limits of their respective boundaries.

Article 6. The States agree:

That this agreement supersedes any previous agreements concerning the maintenance of these three bridges, and shall be effective from date hereof until terminated by mutual consent or by 90 days notice in writing given by one party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, by their respective officers thereunto duly authorized, the day and year first above written.

Approved as to form:

William C. Frey
Special Counsel
Arizona Highway Department

STATE OF ARIZONA

by _____
R. C. PERKINS
State Highway Engineer

Approved:

G. T. McCoy
State Highway Engineer

STATE OF CALIFORNIA
Department of Public Works

Frank B. Durkee
Director of Public Works

by _____
~~Deputy Director~~

Chief, Division of Contracts and Rights of Way

Approved as to Form
and Procedure:

V. R. Hawley
Attorney

APPROVAL RECOMMENDED
F. W. PANHORST
By _____
Engr. Engr.

APPROVAL RECOMMENDED
_____
ASS'T MAINTENANCE ENGINEER

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

I HEREBY CERTIFY, *That the attached document is a true and correct copy of the original on file in the Department of Public Works. (Number of documents, if more than one,* 4 *)*

ATTEST *my hand and the seal of the Department of Public Works, this* 26th *day of* April, 1973.

Robert L. Negri
Special Assistant
to the Director

Director of Public Works

By _____

EXHIBIT "A"

EST. 9360 97783 10-53 1M SPO